



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDCL-S MNR- S MNDL-S FFL

Introduction

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67
2. A Monetary Order for damage and loss – Section 67
3. To recover the filing fee – Section 72

The landlord holds a security deposit in trust.

Both parties participated in the hearing and provided testimony. The tenant acknowledged receipt of the landlord's Notice of Hearing package by registered mail however testified they solely personally received a receipt for cleaning from the landlord's agent. The landlord claims they sent the tenant all evidence for this matter along with the registered mail. The tenant acknowledged not submitting evidence. Both parties were provided opportunity to settle their dispute to no avail. They were also provided opportunity to present all relevant evidence and testimony during the hearing in respect to the landlord's claims and fully participate in the conference call hearing.

Preliminary matters

The landlord claims submitting an abundance of evidence in support of their monetary claim for damage and loss, however the tenant claims not receiving any as provided by the landlord. Additionally, the Branch service portal states the landlord submitted 24 pages which is instead populated by 2 pages neither of which belong to this matter. As a result, I dismissed the landlord's claim for damage and loss, *with leave to reapply*.

The hearing proceeded solely on the merits of the landlord's claim for unpaid rent.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed for unpaid rent?

Background and Evidence

The tenancy began in March 2017 and has since ended. It is undisputed that rent in the amount of \$2600.00 was payable in advance each month. At the outset of the tenancy the landlord collected a security deposit from the tenant and currently retains it in trust in the amount of \$1300.00. The parties agreed that in or about the end of May 2018 the tenant sent the landlord a text stating they were imminently vacating. The landlord's agent testified that in the first handful of days of June 2018 they went to deliver to the tenant a 10 Day Notice to End where they met the tenant moving their belongings. The tenant acknowledged they, "vacated in the beginning of June" 2018. The tenant further acknowledged they did not provide the landlord with Notice they were vacating until soon before they moved and further that they did not pay the rent for June 2018. The landlord seeks the unpaid rent or loss of revenue for June 2018.

Analysis

Based on the testimony of both parties, I find that the tenant was obligated to provide the landlord with Notice they were vacating in accordance with **Section 45** of the Act, however did not do so. I find that the landlord was provided minimal notice via text message of the tenant's intent to vacate and did so inside the first week of June 2018. I find that even if the landlord received and accepted the tenant's text message, on balance of probabilities, I accept that the landlord did not have sufficient time to address the short notice of the tenant and make reasonable attempts to mitigate their loss of revenue for the month of June 2018. As a result, I find that the landlord is entitled to the loss of rent revenue for June 2018 equivalent to one month's rent under the agreement in the amount of **\$2600.00**. As the landlord was in part successful in this application they are entitled to recover their filing fee. The security deposit held by the landlord will be off-set from the award made herein.

Calculation for Monetary Order

| | |
|--|------------------|
| Loss of revenue – June 2018 | \$2600.00 |
| Filing Fee | 100.00 |
| <i>Less Security Deposit</i> | <i>-1300.00</i> |
| Total monetary award - landlord | \$1400.00 |

Conclusion

The landlord's application in part which is compensable is granted.

The landlord's claim for damage and loss is dismissed, *with leave to reapply*.

I Order that the landlord retain the deposit of \$1300.00 in partial satisfaction of the claim and I grant the landlord an **Order** under Section 67 of the Act for the balance due of **\$1400.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding.

This Decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Residential Tenancy Act.

Dated: September 04, 2018

Residential Tenancy Branch