



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNDCL-S, FFL

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss, to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on June 14, 2019 the Dispute Resolution Package and the evidence the Landlord submitted to the Residential Tenancy Branch were sent to each Tenant, via registered mail, at the service address noted on the Application. The Agent for the Landlord cited two tracking number that corroborates this statement. The Agent for the Landlord stated that on May 24, 2019 the Tenants advised the Landlord that they would continue to reside at the service address noted on the Application for Dispute Resolution.

In the absence of evidence to the contrary I find that these documents have been served to each Tenant in accordance with section 89 of the *Residential Tenancy Act* (Act); however neither Tenant appeared at the hearing. As the aforementioned documents have been served to the Tenants, the hearing proceeded in the absence of the Tenants and the evidence was accepted as evidence for these proceedings.

The Agent for the Landlord was given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. She affirmed that she would provide the truth, the whole truth, and nothing but the truth at these proceedings.

All documentary evidence accepted as evidence for these proceedings has been reviewed, although it is only referenced in this decision if it is directly relevant to my decision.

Issue(s) to be Decided

Is the Landlord entitled to compensation for unpaid rent and to keep all or part of the security deposit?

Background and Evidence

The Agent for the Landlord stated that:

- the Tenants signed a tenancy agreement that was to begin on June 01, 2019;
- the tenancy agreement required the Tenants to pay rent and parking of \$1,625.00;
- on May 24, 2019 the Tenants informed the Landlord that they would be remaining in their current home and would not be moving into the rental unit;
- the Tenants paid a security deposit of \$800.00;
- on May 24, 2019 the rental unit was advertised on the Landlord's website as well as one other popular website;
- the unit was re-rented on June 28, 2019; and
- the Landlord received \$106.00 in rent from the new tenants for June of 2019.

The Landlord is seeking to recover \$1,625.00 in lost revenue from June of 2019, as the Tenants did not pay rent for June of 2019.

Analysis

When making a claim for damages under a tenancy agreement or the *Act*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that damage or loss occurred; establishing that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

On the basis of the undisputed evidence I find that the Tenants entered into a tenancy agreement with the Landlord that required the Tenants to pay monthly rent/parking of \$1,625.00 by the first day of each month. I

I find that the Tenants did not comply with section 45 of the *Act* when they ended this tenancy without providing one full month's notice. I therefore find that the Tenants must compensate the Landlord for any losses the Landlord experienced as a result of the Tenants' non-compliance with the *Act*, pursuant to section 67 of the *Act*.

In these circumstances, I find that the Tenants must pay rent for June of 2019, in the amount of \$1,625.00, less the \$106.00 the Landlord received in rent for June from a third party.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$1,619.00, which includes \$1,519.00 in lost revenue and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain the Tenants' security deposit of \$800.00 in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance \$819.00. In the event the Tenants do not voluntarily comply with this Order, it may be served on the Tenants, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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

Dated: September 19, 2019

Residential Tenancy Branch