



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL, MNRL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67; and
- an order authorizing the landlord the recovery of the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted via teleconference and was attended by the landlord. No one was in attendance on behalf of the tenant. The landlord submitted documentary evidence that the tenant was served notice of this application and this hearing by registered mail on June 7, 2019. Canada Post tracking information was submitted in the landlord's evidence that shows that the item was received by the tenant on June 11, 2019. Based on the submissions of the landlord, I find the tenant was served in accordance to section 89 of the *Act*. Therefore, I continued in the absence of the tenant.

Issue to be Decided

Is the landlord entitled to a monetary award for damage arising out of this tenancy?
Is the landlord entitled to the recovery of the filing fee?

Background, Evidence

The landlord's undisputed testimony is as follows. The fixed term tenancy began on February 8, 2019 and was to end on July 31, 2019. The tenant was obligated to pay \$1200.00 per month in rent on the first of each month. The landlord testified that the tenant left the unit dirty and damaged at move out and that they agreed in writing that the landlord could retain the \$600.00 security deposit. The landlord testified that the

tenants abruptly ended the tenancy on May 28, 2019 without any notice. The landlord testified that he was able to re-rent the unit for June 15, 2019. The landlord seeks the unpaid rent for May 2019, the loss of revenue for June 1-14, 2019 and the recovery of the filing fee for a total claim of \$1900.00

Analysis

The landlord provided extensive documentation and **undisputed testimony** to support his claim.

Section 45 of the Act addresses the issue before me as follows:

Tenant's notice

- 45** (2)A tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that
- (a)is not earlier than one month after the date the landlord receives the notice,
 - (b)is not earlier than the date specified in the tenancy agreement as the end of the tenancy, and
 - (c)is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

I find that the tenant did not act in accordance with section 45 of the Act by ending the tenancy without any notice that they would be moving out. The tenant did not pay the rent for the month of May and told the landlord on May 28, 2019 that they had vacated. The landlord was only left with three days to inspect, clean, repair, advertise, and arrange showings.

The applicant must also show that they followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed, and that if that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

The landlord was extremely diligent in his efforts and was able to find a tenant for June 15, 2019. I find that the landlord took all reasonable steps to mitigate his losses and is entitled to the unpaid rent for May of \$1200.00 as well as the loss of revenue for the two

weeks of June \$600.00. The landlord is also entitled to the recovery of the \$100.00 filing fee. The landlord is entitled to a monetary order of \$1900.00.

Conclusion

The landlord has established a claim for \$1900.00. I grant the landlord an order under section 67 for the balance due of \$1900.00. This order may be filed in the 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 *Residential Tenancy Act*.

Dated: September 16, 2019

Residential Tenancy Branch