



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. A participatory hearing was held on April 6, 2020. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for unpaid rent or utilities; and,
- to recover the filing fee from the Tenant for the cost of this application.

The Landlord and the Tenant both attended the hearing and provided testimony. The Tenant confirmed receipt of the Landlord's application and evidence package but did not submit any evidence of his own. No issues were raised regarding service of the documents.

Both parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to compensation for unpaid rent or utilities?

Background and Evidence

Both parties agree that monthly rent was set at \$900.00 and rent was due on the last day of the preceding month. The Landlord has already returned the security deposit. The tenancy was a month-to-month tenancy.

The Landlord stated that she is seeking compensation because the Tenant failed to give proper notice when he moved out. The Tenant gave, and the Landlord received, written Notice that he wanted to end the tenancy on March 4, 2019. That Notice indicated that the Tenant would move out by the end of March 2019.

The Landlord stated that as soon as she received the Notice, she posted the ad online, at bulletin boards in town, and in a local journal, all within a couple days. The Landlord stated that she posted it for the same price but only had 2 inquiries, one of which panned out. The Landlord was able to procure new tenants mid way through April and these tenants moved in and started paying rent for May 2019. The Landlord is looking to recover lost rent for April 2019, as the unit sat empty for that month while she looked for new renters.

Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim.

In this instance, the burden of proof is on the Landlord to prove the existence of the damage/loss and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenants. Once that has been established, the Landlords must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the Landlord did everything possible to minimize the damage or losses that were incurred.

The Landlord is seeking to recover lost rent for April 2019, the period of time that the unit was vacant. I turn to section 45 of the *Act*:

Tenant's notice

45 (1) A tenant may end a periodic 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, and
- (b) 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 the Tenant breached section 45 of the Act by failing to give at least one month written notice to the Landlord. As such, I find the Landlord is entitled to compensation. I accept that the Landlord took steps to mitigate her losses by posting the rental unit at the same price, on multiple sites. I find the Landlord sufficiently mitigated her losses, which were directly caused by the Tenant's short Notice. I find the Tenant is liable for April rent, in the amount of \$900.00.

Since the Landlord was successful in this application, I award her the recovery of the filing fee (\$100.00), pursuant to section 72 of the Act. In total, I award the Landlord \$1,000.00.

Conclusion

The Landlord is granted a monetary order in the amount of \$1,000.00, as specified above. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be 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: April 06, 2020

Residential Tenancy Branch