



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **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 compensation - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing. I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution, notice of hearing and evidence by registered mail on August 22, 2022 in accordance with Section 89 of the Act. Postal evidence indicates that the mail was delivered on August 31, 2022. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### **Issue(s) to be Decided**

Is the Landlord entitled to the compensation and filing fee claimed?

### **Background and Evidence**

The tenancy under written agreement started on May 1, 2020 on a fixed term to end April 30, 2022 with rent of \$2,100.00 payable on the first day of each month. The tenancy agreement indicates that the Tenant must move out of the unit at the end of the fixed term. At the outset of the tenancy the Landlord collected \$1,050.00 as a security deposit. On May 19, 2022 the Tenant gave notice to end the tenancy for June 1, 2022 and completed the move out on June 3, 2022. The Landlord returned the security deposit to the Tenant.

On June 5 or 6, 2022 the Landlord advertised the unit for rent of \$2,650.00 and a new tenancy was started at this rate on July 1, 2022. The Landlord claims compensation of \$2,100.00 in rent and \$150.00 for utilities for June 2022 based on the Tenant not having provided a full month notice to end the tenancy. The Landlord did not provide a utility bill or any supporting evidence of the rental advertisement.

### Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. This section further provides that where a landlord or tenant claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement the claiming party must do whatever is reasonable to minimize the damage or loss. As the Landlord did not advertise the unit upon receipt of the Tenant's notice to end tenancy but waited until sometime after June 1, 2022 and as the Landlord then advertised the unit for \$550.00 more in monthly rent I find that the Landlord failed to take reasonable steps to minimize the loss being claimed. As there is no evidence that the Tenant consumed any utilities for June 2022 and as the Landlord did not provide any bill for the utility costs claimed I find that the Landlord is not entitled to compensation for June 2022 utilities. For these reasons I dismiss the claim for compensation.

As the Landlord has not been successful with its claim for compensation I dismiss the claim for recovery of the filing fee and in effect the Landlord's application is dismissed in its entirety.

### Conclusion

The application is dismissed.

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: March 22, 2023

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Residential Tenancy Branch