



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes MNR, FF

### Introduction

This hearing was convened in response to an application filed by the landlord seeking a monetary Order in the sum of \$3,850.00 for unpaid rent and recovery of the filing fee paid for this application.

Both parties appeared at the hearing of this matter and gave evidence under oath.

### Issue(s) to be Decided

Is the landlord entitled to the Orders sought?

### Background and Evidence

The landlord submitted a Tenancy Agreement signed by the parties on April 1, 2009. Rent was fixed at \$1,150.00 per month payable on the 1<sup>st</sup> of the month and the tenant paid a security deposit of \$767.00.

In his submissions the landlord says that he is claiming the following sums:

Unpaid rent for April and May 2012	\$2,350.00
Late rent payment fee 2 x \$25.00	50.00
Loss of rental revenue for June 2012	1,150.00
Cost of gas for driving to the Burnaby Residential Tenancy Branch	50.00
Loss of time from work	200.00
Recovery of the filing fee paid for this application	50.00
Total	\$3,850.00

The landlord served a 10 day Notice to End Tenancy posted to the rental unit door on May 1, 2012 at 8:28 p.m. with an effective date of May 11, 2012 in which he was seeking rent due of \$2,400.00 for each of April and May 2012. The landlord wrote to the tenant on May 12, 2012 advising the tenant that he had 10 days [sic] to pay the rent

or 5 days to dispute the notice which he did not do. In this letter the landlord provided 24 hours notice of his intention to view the suite.

The tenant did vacate in response to that notice however the landlord says he did not leave until mid-June. The landlord submits that because the tenant did not vacate on or before the effective date on the Notice the landlord did not advertise the rental unit. Further, when the tenant did vacate the landlord found the rental unit unclean and "...not ready..." for re-renting.

The tenant says he moved out in accordance with the 10 day Notice before June 1 and should not be responsible for rent for June.

### Analysis

There has been insufficient evidence submitted that the tenant paid rent for April and May 2012 I will therefore allow the landlord's claim in this regard in the sum of \$2,300.00. When a landlord makes an application seeking a loss of revenue the landlord is required to show mitigation. That means the landlord is required to show what he did to prevent or minimize the loss. In this case I find that the landlord has failed to provide sufficient evidence of the steps he took to minimize his loss of revenue for June 2012. The claim for loss of revenue is therefore dismissed.

With respect to the landlord's claim for the cost of gas and the loss of time from work the only reimbursement I may make with respect to expenses related to filing an application and attending a hearing is recovery of the cost of the filing fee. I therefore dismiss the landlord's claims for the cost of gas and loss of funds for time off work. However, as the landlord has been mostly successful in his claim I will allow the landlord's claim to recover the \$50.00 fee he has paid.

Total award in favour of the landlord is: \$2,350.00.

### ***Security Deposit***

With respect to the security deposit Section 72 of the *Residential Tenancy Act* states as follows:

#### **Director's orders: fees and monetary orders**

(2) If the director orders a party to a dispute resolution proceeding to pay any amount to the other, including an amount under subsection (1), the amount may be deducted

(a) in the case of payment from a landlord to a tenant, from any rent due to the landlord, and

(b) in the case of payment from a tenant to a landlord, from any security deposit or pet damage deposit due to the tenant.

### Conclusion

The landlord is provided with a formal copy of an order for the total monetary award as set out above. This is a final and binding Order as any Order of the Provincial Court of British Columbia.

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: January 31, 2013.

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Residential Tenancy Branch

