



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ALL GREEN PEST CONTROL LTD. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNRL-S, MNDCL-S, FFL

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, made on September 18, 2021. The Landlord applied for the following relief, pursuant to the Residential Tenancy Act (the Act):

- a monetary order for unpaid rent;
- a monetary order for compensation for monetary loss or other money owed;
- an order permitting the Landlord to retain the security deposit; and
- an order granting recovery of the filing fee.

The security deposit was dealt with in an adjudicator's decision dated July 7, 2021. Therefore, I find that the Landlord's request to retain the security deposit is dismissed without leave to reapply. The file number of the related decision is included above for ease of reference.

The Landlord was represented at the hearing by JC, an agent. The Tenant was represented at the hearing by GS, an agent. Both JC and GS provided a solemn affirmation at the beginning of the hearing.

On behalf of the Landlord, JC testified that the Notice of Dispute Resolution Proceeding package was served on the Tenant by registered mail on September 29, 2021. GS acknowledged receipt on behalf of the Tenant.

On behalf of the Tenant, GS testified that the evidence upon which the Tenant relies was served on the Landlord by registered mail on April 29, 2022. JC acknowledged receipt on behalf of the Landlord.

No issues were raised with respect to service and receipt of the above documents during the hearing. The parties were in attendance and were prepared to proceed. Therefore, pursuant to section 71 of the Act, I find the above documents were sufficiently served for the purposes of the Act.

The parties were advised that Rule of Procedure 6.11 prohibits the recording of dispute resolution hearings.

The parties were provided with a full 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 and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

#### Issues to be Decided

1. Is the Landlord entitled to a monetary order for unpaid rent?
2. Is the Landlord entitled to a monetary order for compensation for monetary loss or other money owed?
3. Is the Landlord entitled to an order granting recovery of the filing fee?

#### Background and Evidence

The parties agreed the fixed-term tenancy began on March 1, 2020, and was expected to continue to February 28, 2021. However, the parties agreed the Tenant gave notice to end the tenancy by email on August 1, 2020. GS testified that the Tenant intended to end the tenancy on September 30, 2020, but subsequently delayed the tenancy end date to October 31, 2020. During the tenancy, rent of \$2,150.00 per month was due on the first day of each month. The Tenant paid a security deposit of \$1,075.00, which was dealt with in a previous decision, referenced above.

The Landlord claims \$4,800.00 for unpaid rent to the end of the fixed term, less what was received under a new tenancy agreement. JC confirmed the Landlord was not able to re-rent the unit until January 1, 2021, at a lower monthly rate of \$1,900.00 per month. A copy of the new tenancy agreement was submitted into evidence.

The Landlords claim for unpaid rent is calculated as follows:

<b>Rent due date:</b>	<b>Rent amount:</b>	<b>Rent received:</b>	<b>Amount claimed:</b>
Nov. 1, 2020	\$2,150.00	\$0	\$2,150.00
Dec. 1, 2020	\$2,150.00	\$0	\$2,150.00
Jan. 1, 2021	\$2,150.00	\$1,900.00	\$250.00
Feb. 1, 2021	\$2,150.00	\$1,900.00	\$250.00
<b>TOTAL:</b>			<b>\$4,800.00</b>

On behalf of the Landlord, JC testified that the Landlord posted advertisements on a colleague's website, Realtor.ca, Livent, Kijiji, Facebook, and Craigslist as soon as the Tenant's notice was received. Copies of the advertisements were submitted into evidence; most were undated. JC submitted that the Tenant was under the mistaken belief that they fulfilled their obligation to the Landlord by giving more than the usual amount of notice.

In reply, GS testified that he does not believe the Landlord took sufficient steps to mitigate their losses. GS noted that the Landlord had from August 1 to October 31, 2020 – a period of three months – to find a new tenant. GS also testified that he looked online after the Tenant gave notice to see if the unit had been listed for rent, but that it appeared the Landlord did not advertise widely. GS also testified that another similar unit in the building rented "no problem". GS also suggested that the Landlord's use of poor-quality photographs had an impact on the time it took to re-rent the unit. The Landlord submitted comparison photographs to emphasize the difference professional photographs can make. In addition, GS testified that the Landlord was offered the opportunity to improve the listings. GS also stated there were few viewings.

In response, JC testified that the units referred to by GS are not comparable, noting they were larger than the subject rental unit.

In addition, the Landlord claims \$195.00 for cleaning costs, \$100.00 for the cost to replace a parking pass, and \$100.00 for the cost to replace a fob. On behalf of the Tenant, GS did not dispute these aspects of the Landlord's claim.

Finally, the Landlord seeks to recover the \$100.00 filing fee paid to make the application.

### Analysis

Based on the affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

With respect to the Landlord's claim for \$4,800.00 for unpaid rent, section 45(2) of the Act confirms that a tenant may only end a fixed-term tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice, is not earlier than the date specified in the tenancy agreement as the end of the tenancy, and 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. In other words, the Tenant in this case was not entitled to end the tenancy until February 28, 2021. The parties' rights and obligations under the tenancy agreement continued until that date.

However, having received notice of the Tenant's intention to end the tenancy before the end of the fixed term on August 1, 2020, the Landlord was obligated to do whatever was reasonable to minimize the damage or loss, pursuant to section 7 of the Act. While I accept that the Landlord posted advertisements listing the unit for rent after receiving the Tenant's notice, I find I am unable to confirm when they were posted. JC testified that they were posted "right away" but most of the advertisements are undated. Having received the Tenant's notice to end the tenancy on August 1, 2020, I find that three months is a sufficient and reasonable amount of time to secure a new tenant. Therefore, I find the Landlord is not entitled to recover unpaid rent after October 31, 2020, as claimed. This aspect of the Landlord's claim is dismissed.

With respect to the Landlord's claim for cleaning costs (\$195.00), parking pass replacement (\$100.00), and fob replacement (\$100.00), GS did not dispute these aspects of the Landlord's claim. Therefore, I find the Landlord is entitled to a monetary award in the amount of \$395.00.

Having been partially successful, I find the Landlord is entitled to recover the \$100.00 filing fee paid to make the application.

Pursuant to section 67 of the Act, I find the Landlord is entitled to a monetary order in the amount of \$495.00, which has been calculated as follows:

<b>Claim</b>	<b>Allowed</b>
Unpaid rent:	\$0
Cleaning:	\$195.00
Parking pass replacement:	\$100.00
Fob replacement:	\$100.00
Filing fee:	\$100.00
<b>TOTAL:</b>	<b>\$495.00</b>

### Conclusion

The Landlord is granted a monetary order in the amount of \$495.00. The order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: May 31, 2022

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Residential Tenancy Branch