

DECISION

Dispute Codes SS, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the Landlords' Application for Dispute Resolution, seeking monetary orders for compensation under the Act and tenancy agreement.

The Landlord served the Tenant with the Notice of Hearing and Application for Dispute Resolution by registered mail, sent on February 17, 2009. Under the Act the Tenant is deemed served five days after mailing. Although the Tenant did not attend the hearing, I find he was duly served under the Act on February 23, 2009.

The Landlords provided affirmed testimony and documents in evidence.

Issues(s) to be Decided

Are the Landlords entitled to monetary compensation under the Act?

Background and Evidence

This tenancy began on July 1, 2008, when the parties entered into a year long, fixed term, written tenancy agreement, to end on June 30, 2009. The monthly rent was set at \$850.00 per month, and the Tenant paid the Landlord a security deposit of \$425.00 on July 1, 2008.

The Tenant contacted one of the Landlords by phone in early September of 2008. The Tenant informed the Landlord that he may have an opportunity for work outside of the province. The Landlords told the Tenant to keep in touch and inform them of what was going on.

The uncontradicted evidence of the Landlords was that the Tenant then failed to pay rent for the months of October, November and December of 2008, and January of 2009. The Tenant did not provide the Landlords with notice he was moving out, but the Landlords believe he may have abandoned the unit in late September 2008.

The Landlords then spent several weeks marketing the rental unit in various newspapers and advertisements. The Landlords had to reduce the advertised rate of rent several times to find a renter. The Landlords had a new renter move into the unit under a new tenancy agreement for February 1, 2009.

The Landlords seek the unpaid rent, the rent differential between the rate the Tenant was paying and the new rate of rent, for advertising costs, the cost of re-keying the rental unit, to keep the security deposit and interest, and for the filing fee.

Analysis

I find in favour of the Landlords.

I find the Tenant breached several portions of the Act. He failed to pay rent when due, he failed to adhere to the one year term of the tenancy, and he failed to give the Landlords any Notice of vacating the unit.

I find the Landlords have sufficiently mitigated their losses here, by actively advertising the unit, in several venues, and by lowering the rate of rent. I find that the Tenant is liable to compensate the Landlords for the losses he caused.

I find that the Landlords have established a total monetary claim of **\$4,240.38** comprised of \$3,400.00 in unpaid rent, \$500 in rent differential, \$121.65 for advertising, \$168.73 for re-keying the locks and the \$50.00 fee paid by the Landlords for this application.

I order that the Landlords retain the deposit and interest of **\$428.20** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$3,812.18**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The Tenant has breached the Act and caused losses to the Landlords. The Tenant must compensate the Landlords for these losses.

The Landlords are granted a monetary order in the amount of **\$3,812.18**, which may be enforced in the Provincial 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: May 07, 2009.

Dispute Resolution Officer