

DECISION

Dispute Codes MNR, FF

Introduction

This hearing dealt with an application by the Landlord for a monetary order for damages arising from the Tenants breaking a fixed term lease early.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Issues(s) to be Decided

Is the Landlord entitled to monetary compensation under the Act or tenancy agreement?

Background and Evidence

The Tenants and the Landlord entered into a one year lease for the above noted rental unit. The term was to be March 1, 2008, until February 28, 2009. The rent was to be 1,380.00 per month, payable on the first day of the month. On or about February 10, 2008, the Tenants signed the tenancy agreement.

On or about November 26, 2008, the Tenants gave the Landlord written notice that they intended to end the tenancy effective on December 31, 2008.

The Landlord wrote to the Tenants on November 27, 2008, and explained that the Tenants would be liable for rent for the unit until the end of the term in the tenancy agreement, or until the Landlord found suitable renters to move in.

The Landlord advertised the rental unit and was able to find new renters for February 1, 2009.

The Tenants put a stop payment on the rent cheque for January 2009. The Landlord wrote to the Tenants explaining that the Tenants owed for one month of rent still. The Tenants claim they did not receive this letter. There was no correspondence between the parties after the Landlord served the Tenants with the Notice of Hearing and Application for Dispute Resolution.

Analysis

I find the Tenants breached the tenancy agreement and the Residential Tenancy Act.

Under the Act, the Tenants were not able to end the fixed term tenancy prior to the end of its term. The Landlord mitigated the loss, as required by the Act, and had new

tenants move into the rental unit on February 1, 2009. However, the Landlord suffered a loss of rent for one month and the Tenants must compensate the Landlord for this.

Therefore, I find the Landlord is entitled to one month of rent due to the Tenants' breach. Furthermore, I find that the Tenants shall pay the Landlord the \$50.00 filing fee for this Application.

I find that the Landlord has established a total monetary claim of **\$1,430.00**, comprised of \$1,380.00 for one month rent, and the \$50.00 fee paid by the Landlord for this application.

Conclusion

The Tenants breached the Act when they ended a fixed term tenancy, prior to the end of the term. The Landlord mitigated by finding other renters, however, due to the breach of the Tenants the Landlord suffered a loss of rent for one month.

I grant the Landlord an order under section 67 for the balance due of **\$1,430.00**. This order may be filed in the Provincial Court (Small Claims) and 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: May 13, 2009.

Dispute Resolution Officer