Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

<u>Dispute Codes</u>   FF, MNDC, MNSD, MNR

<u>Introduction</u>

Some documentary evidence and written arguments have been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

<u>Issues(s) to be Decided</u>

This is a request for a monetary order for $3800.00 for outstanding rent and lost rental revenue. The applicant is also requesting an order that the respondent bear the $50.00 cost of the filing fee paid for this hearing.

<u>Background and Evidence</u>

The applicant/landlord testified that:
- The tenant and signed a lease with an independency date of March the 31st 2009.
- The tenant broke the lease and vacating the unit on January 15, 2009.
- The tenant failed to pay January 2009 rent.
- The landlord attempted to re-rent the unit but was unable to do so and therefore lost the full rental revenue to the end of March 31, 2009.

The landlord is therefore asking for an order as follows:

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January 2009 rent outstanding	$1250.00
March 2009 lost rental revenue	$1250.00
Filing fee	$50.00
Total	$3800.00

The landlord is asking for an order to retain the full security deposit less interest towards this claim and that a monetary order be issued for the difference.

The respondent/tenant testified that:

- A person whom he did not know approached him and informed him that he had to sign a Strata amendment and that he if he did not do so he could not continue to live in the rental unit.
- He does not know who this person was however it was not the landlord.
- Since he did not want to sign the amendment he decided to given notice and vacated the rental unit on January 15, 2009, informing the landlord that he could retain the security deposit for the one half months rent.

The tenant is therefore asking that this application be dismissed.

Analysis

When parties agreed to a fixed term tenancy, it is for the security of both the landlord and the tenant, it gives the tenant the security of knowing that he does not have to vacate the rental unit until the end of the term and it gives the landlord the security of knowing that he has a long-term tenant that will be paying rent to the end of the term. If either party breaks the agreement they can be held liable for any losses that the other party incurs as a result of the breach of the agreement.

The tenant breached this fixed term tenancy that was to end on March 31, 2009, vacating on January the 15th 2009, without paying any rent for the month of January 2009. Although the landlord attempted to re-rent the unit to mitigate his loss he was unable to do so and therefore lost the full rental revenue for the months of January 2009, February 2009, and March 2009.

The tenant claims that some unknown person told him he had to sign a strata amendment or vacate the rental unit; however he has supplied no evidence to support this claim and there is certainly no evidence to show that there was any involvement by the landlord.

The landlord did not give any Notice to End Tenancy to the tenant; it was the tenant in fact who gave the Notice to End Tenancy.

Therefore it is my finding that the tenant is liable for the full $3750.00 in lost rental revenue claimed by the landlord, plus the $50.00 filing fee paid for this application for dispute resolution.

Conclusion

I have issued an order for the respondent/tenant to pay $3800.00 to the applicant/landlord.

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: July 16, 2009.

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Dispute Resolution Officer

(Note: this decision was produced with the use of voice recognition software)