



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      FF, MNDC, MNSD

### Introduction

A substantial amount of documentary evidence and written arguments has been submitted prior to the hearing. I 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.

### Issues(s) to be Decided

This is a request for a monetary order as follows:

Lost rental income for November 2008 and December 2008	\$2350.00
Cleaning costs	\$80.00
Filing fee	\$50.00
Total	\$4572.15

The applicant is also requesting an order allowing him to keep the full security deposit plus interest towards this claim.

### Issues not in dispute

The respondent stated at the hearing that she does not dispute the claims for lost rental income of \$2350.00, suite cleaning of \$80.00, or the filing fee of \$50.00.

## Background and Evidence

### Advertising costs

The applicant testified that he attempted to re-rent the unit by advertising and even attempted to keep the advertising costs down by only advertising in the Sun and Province newspapers on the weekends; however it took a long time to re-rent the unit and his actual costs of advertising total \$2092.15. The applicant is therefore asking that the respondent be held liable for those costs as these are costs that he would not have incurred had the tenant not broken lease.

The respondent testified that although she did break the lease she feels the advertising costs are excessive and she does not believe she should have to pay these costs.

### Analysis

When parties sign a fixed term tenancy it is for the protection of both the landlord and the tenant. It gives the tenant the security of knowing that she will not have to vacate until the end of the term and it gives the landlord the security of knowing that he has a tenant until the end of the term.

If a tenant chooses to break a lease and vacate before the end of the term the tenant is liable for any costs that result from breaking the lease including loss of revenue and any



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advertising costs that the landlord incurs attempting to re-rent the unit and mitigate his losses.

The landlord has supplied ample evidence to show that he had actual advertising costs of \$2092.15.

I therefore allow the landlords claim of \$2092.15 for advertising costs

## Conclusion

I allow the landlords full claim of \$4572.15. I therefore order that the landlord may retain the full security deposit plus interest:

\$587.63

I further Ordered that the Respondent pay to the applicants the following amount:

\$3984.52

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 29, 2009.

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Dispute Resolution Officer