

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the Landlords for an order for monetary damages arising from the Tenant 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

Did the Tenant breach the term lease, entitling the Landlords to monetary compensation?

Background and Evidence

On or about May 5, 2008, the Tenant signed a standard form tenancy agreement. The tenancy agreement was for a one year term for the rental unit. The term was to be from June 1, 2008, until June 1, 2009. The rent was to be \$1,290.00 per month, payable on the first day of the month.

On or about March 27, 2009, the Tenant gave the Landlords written notice that he would be vacating the rental unit on April 30, 2009.

The Landlords attempted to show the unit, however, the Tenant did not complete the cleaning of the unit until late April of 2009. The Landlords advertised the unit and had several showings, however, they were unable to find new renters until June 1, 2009.

The Tenant argued that the Landlords promised to return his security deposit and that he would allow the Tenant to vacate the unit early.

The Landlord denied that he told the Tenant he could vacate the unit early without paying for the remaining month. He testified that he explained that the security deposit was required to be returned in 15 days after the tenancy, in accordance with the Act.

Analysis

Under section 45(2) of the Act, the Tenant was not allowed to end the term tenancy early.

The Landlords mitigated the loss, as required by the Act, and had new tenants move into the rental unit on June 1, 2009.

Therefore, based on the foregoing, the evidence and testimony, and on a balance of probabilities, I find the Tenant breached the tenancy agreement and the Act. I find the Landlords are entitled to one month of lost rent due to the Tenant's breach. Furthermore, I find that the Tenant shall pay the application fee for the filing of this claim.

I find that the parole evidence rule applies to these circumstances. The written evidence of the tenancy agreement cannot be altered by oral testimony from the Tenant.

In the absence of fraud, duress or mutual mistake, the law preserves the written documents as the final expression of the parties' agreement with respect to the term of the tenancy.

I find that the Landlords have established a total monetary claim of **\$1,340.00**, comprised of \$1,290.00 for one month rent and the \$50.00 fee paid by the Landlords for this application.

I allow the Landlords to retain the security deposit and interest of **\$651.37**, in partial satisfaction of the claim, and I grant the Landlords an order under section 67 for the balance due of **\$688.63**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court

Conclusion

The Tenant breached the tenancy agreement and Act by vacating the unit prior to the end of the tenancy agreement. The Landlords are entitled to one month rent in compensation. The Landlords may keep the security deposit and interest in partial satisfaction of the claim, and are granted an order for the balance due.

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: August 25, 2009.

Dispute Resolution Officer