

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the Landlord for an order for monetary damages arising from the Tenants breaking a fixed term lease early, to keep the security deposit and interest, and to recover the filing fee for the Application.

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 Tenants breach the term lease, entitling the Landlord to monetary compensation?

Background and Evidence

On or about August 15, 2008, the Tenants signed a fixed term tenancy agreement with the Landlord. The tenancy agreement was to end on August 15, 2009.

In January of 2009, the Tenants informed the Landlord they wanted to break the term lease at the end of February 2009. The parties entered into a written agreement to end the tenancy, and the Tenants agreed to pay the Landlord one month of compensation for the breach of the lease. The Tenants have failed to abide by the written agreement.

Analysis

Under the Act the Tenants could not end the fixed term tenancy early, except if both parties mutually agreed to do so, or if the Tenants had proven the Landlord breached a material term of the tenancy agreement, or if a Dispute Resolution Officer had ordered the tenancy to end. For example, if the Tenants had filed their own claim when the alleged problems in the unit arose, they *might* have successfully ended the tenancy without breaching the fixed term agreement. However, as the Tenants breached the end of tenancy agreement with the Landlord, none of these exceptions apply here, or are now available to the Tenants.

Based on the foregoing, the affirmed testimony and evidence and on a balance of probabilities, I find the Landlord is entitled to \$1,400.00 for one month of lost rent due to the Tenants' breach.

Furthermore, I find that the Tenants shall pay \$125.00 for advertising the rental unit, \$40.00 for a remote control and the \$50.00 application fee for the filing of this claim.

Therefore, I find that the Landlord has established a total monetary claim of **\$1,615.00**, comprised of 1,400.00 for one month rent, \$125.00 for advertising costs, \$40.00 for a remote control and the \$50.00 fee paid by the Landlord for this application.

I allow the Landlord to keep the security deposit and interest of **\$703.99**, in partial satisfaction of the claim, and I grant the Landlord an order for the balance due of **\$911.01**. 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: November 09, 2009.

Dispute Resolution Officer