

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Landlord, requesting an order for monetary compensation for damage or loss arising from the Tenants breaking a fixed term lease early, to retain the security deposit and interest in partial satisfaction of the claim, and to recover the filing fee.

The Landlord served the Tenants with the Application and Notice of Hearing by registered mail sent on December 18, 2009, and deemed served five days later under the Act. Despite this the Tenants did not appear at the hearing. I find the Tenants have been served in accordance with the Act.

The Landlord appeared, gave affirmed testimony and was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues(s) to be Decided

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

Background and Evidence

The parties agreed to a fixed term tenancy agreement which began in October of 2009, and was to end on August 31, 2010. The Tenants paid the Landlord a security deposit of \$550.00 on October 17, 2009, and the monthly rent was set at \$1,100.00.

On November 27, 2009, the Tenants told the Landlord they were ending the fixed term lease and they vacated the rental unit on December 1, 2010.

Analysis

Based on the above, the uncontradicted testimony and evidence, and on a balance of probabilities, **I find the Tenants breached the Act and the tenancy agreement by breaking the fixed term lease before it ended.**

Under section 45(1) of the Act the Tenants could not have ended the fixed term agreement before it ended, unless they had an order from a Dispute Resolution Officer or had properly enforced other rights under the Act. I find the Tenants had no order or properly enforced rights under the Act to break the lease.

The Landlord mitigated the loss as required by the Act and had new renters move into the rental unit on January 1, 2010. However, the unit was vacant for December of 2009.

Therefore, pursuant to section 67 of the Act, I find the Landlord is entitled to one month of lost rent due to the Tenants' breach.

I find that the Landlord has established a total monetary claim of **\$1,150.00**, comprised of \$1,100.00 for one month rent, and the \$50.00 fee paid by the Landlord for this application.

I order that the Landlord may keep the security deposit of **\$550.00**, in partial satisfaction of the claim, and I grant the Landlord an order under section 67 for the balance due of **\$600.00**. 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, 2010.

Dispute Resolution Officer