



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Landlords, requesting an order for monetary compensation for unpaid rent, for losses arising from the Tenant 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.

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.

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

Background and Evidence

This tenancy began on September 1, 2009, with the parties entering into a fixed term tenancy agreement ending on September 1, 2010, and the Tenant paying the Landlords a security deposit of \$675.00 on or about September 1, 2009. The parties agreed the monthly rent would be \$1,350.00, payable on the first day of the month.

In March of 2010, the Tenant did not pay all of the rent due to the Landlords, and owed \$450.00 for March rent. The Landlords issued a 10 day Notice to End Tenancy for unpaid rent, on March 25, 2010, and posted it on the rental unit door.

The Tenant did not pay the outstanding rent and did not file an Application to dispute the Notice.

The Tenant testified she vacated the rental unit on April 3, and returned the keys on April 6, 2010, to the Landlords.

The Landlords' evidence was that the rental unit was re-rented in May of 2010.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, **I find the Tenant breached the Act and the tenancy agreement by failing to pay rent when due and by breaking the fixed term lease before it ended.**

By failing to pay the March rent the Tenant breached the Act and Tenancy Agreement.

Under section 45(1) of the Act, the Tenant could not have ended the fixed term agreement before it ended, unless she had an order from a Dispute Resolution Officer or had other authority under her rights under the Act to end the fixed term lease, such as a written agreement with the Landlords to end the lease.

Therefore, pursuant to section 67 of the Act, I find the Landlords are entitled to the remainder of rent for March in the amount of \$450.00 and for \$1,350.00 for one month of lost rent in April rent, due to the Tenant's breach.

I find that the Landlords have established a total monetary claim of **\$1,850.00**, comprised \$450.00 for March and \$1,350.00 for one month rent in April, and the \$50.00 fee paid by the Landlords for this application.

I order that the Landlords may keep the security deposit of **\$675.00**, in partial satisfaction of the claim, and I grant the Landlords an order under section 67 for the balance due of **\$1,175.00**. This order must be served on the Tenant and 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: August 10, 2010.

Dispute Resolution Officer