



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNR, FF

Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have 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 for \$1680.65

Background and Evidence

The applicant testified that:

- The tenants signed a fixed term tenancy agreement with an expiry date of May 31, 2010.
- The tenant breached the agreement and vacated at the end of November 2009.
- He attempted to re-rent the unit however he was unable to do so until April 10, 2010.
- He took reasonable steps to try and re-rent the unit, advertising in the local newspaper and also advertising on the Internet.
- This is a very difficult area to rent a unit out in the winter, as most people do not want to move during the winter months.

The applicant is therefore requesting an order as follows:



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Lost rental revenue for December 2009	\$450.00
Lost rental revenue for February 2010	\$450.00
Lost rental revenue for March 2010	\$450.00
Advertising costs	\$55.65
Filing fee	\$50.00
Sub-total	\$1905.65
Minus security deposit	-\$225.00
Total	\$1680.65

The respondent testified that:

- She did sign an eight-month fixed term tenancy however she was unable to complete the term and vacated November 30, 2009.
- She attempted to re-rent the unit for the landlord however most people do not want a short term tenancy and therefore she was unable to re-rent it.
- The landlord was aware that she had moved out of the rental unit and therefore she should not be forced to pay rent to the end of March 2010.
- She is willing to pay rent for the month of December 2009 and January 2010, as well as allow the landlord to keep the full security deposit.
- She has already paid \$180.00 in payments to the landlord towards the outstanding rent.

Analysis

The above parties entered into a fixed term tenancy agreement with an expiry date of May 31, 2010 and both parties are bound by that agreement.

A fixed term tenancy agreement is in place for the protection of both the landlord and the tenant. The tenant has the security of knowing that they will not have to move till the end of



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the term, and the landlord has the security of knowing they will not have to find a new tenant until the end of the term.

In this case the tenant chose to end the tenancy prior to the end of the fixed term and therefore she is liable for any losses to the landlord as a result of the breach of the tenancy agreement.

The landlord has shown that he took reasonable steps to attempt to re-rent the unit and mitigate any loss, however he was unable to re-rent the unit until April 10, 2010 and therefore he suffered a substantial loss.

Therefore since it was the tenant who breached this tenancy agreement it is my finding that she is liable for the lost rental revenue and for the landlords costs of advertising to attempt to re-rent the unit.

I therefore allow the full amount claimed by the landlord less the \$180.00 that the tenant has already paid towards this outstanding amount.

Conclusion

I have issued a monetary order for the respondent to pay \$1500.65 to the applicant.

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 16, 2010.

Dispute Resolution Officer