



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNSD, MNR, MNDC, FF

Introduction

This hearing dealt with Cross Applications for Dispute Resolution.

The Landlords applied for an Order for unpaid rent, an Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, an Order to keep all or part of the pet damage deposit or security deposit and to recover the filing fee for the Application.

The Tenant applied for an Order for Return of all or part of security deposit and to recover the filing fee for the Application.

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

Issue(s) to be Decided

Has the Tenant breached the *Residential Tenancy Act* (the "Act") or tenancy agreement, entitling the Landlords to an Order for monetary relief?

Has the Tenant complied with the Act or tenancy agreement, entitling the Tenant to an Order for monetary relief?

Background and Evidence

This fixed term tenancy started on October 1, 2010, and was to expire on September 30, 2011. Monthly rent was \$1,000.00 and a security deposit in the amount of \$500.00 was paid at the beginning of the tenancy.

I heard testimony from the Landlords that the tenancy ended on February 26, 2011, and testimony from the Tenant that she moved out on February 13, 2011. The undisputed testimony indicates that the final inspection was performed on February 26, 2011.

The Landlords are claiming the amount of \$7,215.50, which includes the balance of the rent for the fixed term tenancy in the amount of \$1,000.00 per month, for a total of \$7,000.00, unpaid utilities in the amount of \$115.50 and the filing fee of \$100.00.

In support of their claim, I heard testimony from the Landlords that they received verbal notice from the Tenant on January 28, 2011, of her intent to end the tenancy early. The female Landlord testified that she requested a written notice from the Tenant and did not receive one until March 1, 2011.

The Landlords testified that the rental unit has been marketed aggressively for re-rental, and provided testimony of the different methods and sites. The Landlords further testified that the Tenant has paid the costs of advertising, but as of the day of the hearing, the rental unit had not been re-rented.

The Landlords testified that the Tenant had not yet paid the utility bill, but was unclear if the same had been submitted.

In support of her application, the Tenant testified that she provided notice to the Landlords on January 28, 2011, of her intent to vacate. The Tenant testified that she was compelled to vacate due to the lack of insulation between the upstairs and downstairs suites, which caused her to lose sleep and miss work.

The Tenant testified that she hadn't received the utilities bill, but had paid the cost of advertising.

Analysis

Based on the above testimony and evidence, and on a balance of probabilities, I find as follows:

Only the evidence and testimony relevant to the issues and findings in this matter are described in this Decision.

The Tenant ended the Tenancy Agreement early and under section 45 of the Act, the Tenant could not end the tenancy early. Therefore, although I find the Landlords are entitled to claim for loss of income, I find that the Landlords are entitled to lost rent for

the month of March 2011 only, as the Landlords have yet to establish a loss for subsequent months.

I find the Landlords have established that the unpaid utilities for the rental unit for the month of February 2011 are \$115.50, through the submission of the utility statement.

Therefore, I find the Landlords have established a monetary claim in the amount of **\$1,215.50**, comprised of \$1,000.00 for loss of income for the March 2011, \$115.50 for unpaid utilities and \$100.00 for the filing fee.

I order that the Landlords retain the security deposit of **\$500.00** in partial satisfaction of the claim and I grant the Landlords an order under section 67 for the balance due of **\$715.50**.

This Order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

I find that the Tenant's Application for the return of all or part pet damage deposit or security deposit and the filing fee is dismissed.

Conclusion

The Tenant breached section 45 and ended her tenancy early.

The Landlords are granted a monetary order in the amount of \$715.50.

The Tenant's Application for Dispute Resolution is dismissed.

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: March 17, 2011.

Residential Tenancy Branch