Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   FF, MND, MNSD, MNR

Introduction

A substantial amount of documentary evidence, photo 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.

Issue(s) to be Decided

This is a request for a monetary order for $4522.00, and a request to retain the full security deposit towards the claim.

Background and Evidence

The tenant stated that he does not dispute the landlords claim for damages or cleaning, and therefore I have allowed those portions of the claim as follows:

Damage labour costs	$450.00
Damage material costs	$65.58
Cleaning labour costs	$472.50
Cleaning material costs	$5.00
Total	$993.08

I deal below with the issues in dispute:

The landlord testified that:

- The tenant signed a one year lease with an expiry date of October 31, 2011.
- The tenant breached the tenancy agreement and vacated the rental unit at the end of February 2011.
- He attempted to re-rent the unit however was unable to do so until mid April 2011 and therefore he lost the rental revenue for 1 & 1/2 months.
- The tenant has tried to argue that he vacated the rental unit due to issues with a bathtub leaking, however there were only two incidents of the tub leaking and he dealt with those issues promptly each time.
- The bathtub was completely repaired by a plumber prior to the tenant vacating, and in fact the new tenant has had no problems with the tub or any type of leaking since moving in.

The landlord therefore requests an order for the tenant to pay for the lost rental revenue, cost of converting the cable-television back to the original, and for the costs of re-renting, plus the filing fee as follows:

Lost rental revenue for March 2011	$1140.00
Lost rental revenue for April 2011	$570.00
Administrative costs for re-renting	$108.00
Advertisements to re-rent the unit	$89.94
Converting cable back to original	$80.00
Filing fee	$50.00
Total	$2037.94

The tenant testified that:

- There had been problems with the leaking bathtub that had caused inconvenience due to the inability to use the tub for periods of time and therefore

he decided to vacate the rental unit and gave the landlord one month notice to do so.

- He did not realize that he was not able to end the tenancy with a one month notice when he had a fixed term tenancy.

- At one point it did look like he would have a subtenant, however that fell through and he was not able to find another subtenant for the rental unit.

The respondent therefore requests that the claim for lost rental revenue be dismissed, since he vacated mainly due to the water leaking issue.

Analysis

It is my decision that the tenant did not have the right to vacate the rental unit prior to the end of the fixed term.

There was some inconvenience caused by the leaking bathtub however it is my decision that it was not sufficient to allow the tenant to break the fixed term lease.

Further it is my finding that the landlord acted reasonably to deal with the leaking problem and in fact, did resolve the problem prior to the end of the tenancy.

I therefore allow the claim for lost rental revenue, for administrative costs to re-rent the unit, the cost to convert the cable back to the original, and for at the advertisement costs.

I also order recovery of the $50.00 filing fee

Conclusion

I have allowed the landlords full claim of $3031.00. The landlord may therefore retain the full security deposit plus interest totalling $619.00, and I have issued a monetary order in the amount of $2412.00

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: June 28, 2011.

Residential Tenancy Branch