



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with the landlords' Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the male landlord only. The tenants did not attend.

The landlord testified the tenants were served with notice of this hearing personally on April 14, 2011. In the absence of any contradictory evidence I accept the landlord has served the tenants sufficiently for this hearing.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for lost revenue; for damage or loss; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 45, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlords submitted into evidence a copy of a tenancy agreement signed by the parties on January 25, 2011 for a 1 year fixed term tenancy beginning on February 1, 2011 for a monthly rent of \$1,350.00 due on the 1<sup>st</sup> of each month and a security deposit of \$675.00 was paid.

The landlord provided evidence that on March 2, 2011 the tenants gave a verbal notice to end their tenancy at the end of March, 2011. The landlord provided testimony and evidence confirming the landlord incurred substantial costs for advertising and re-renting the rental unit. The landlord confirms they were able to re-rent the unit effective April 15, 2011.

### Analysis

To be successful in a claim for damage or loss, the applicant has the burden to provide sufficient evidence to establish the following 4 points:

1. That a loss or damage exists;

2. The loss or damage results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. The steps taken to mitigate the damage or loss.

I accept, in the absence of any contradictory evidence or testimony, the tenants ended the tenancy on or before March 31, 2011. I also accept the landlord took reasonable steps to re-rent the rental unit as soon as possible.

Section 45 of the *Act* states a tenant may not end a fixed term tenancy prior to the end date of the fixed term as outlined in the tenancy agreement. As such, the tenants remain responsible for the payment of rent, in this case, until January 31, 2012.

However, as the landlord was successful in re-renting the rental unit effective April 15, 2011, I find the tenants are responsible for the payment of rent for the ½ month of April 2011. I accept the landlord has incurred additional costs in the amount of \$267.97 and find the tenants responsible for this amount.

I note, the landlord seeks only to retain the security deposit in total and full compensation for all matters related to this tenancy.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$725.00** comprised of \$675.00 rent owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$675.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$50.00**. This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: July 26, 2011.

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Residential Tenancy Branch