



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MNSD, FF

Introduction

This conference call hearing was convened in response to the landlord's application for a monetary order for unpaid rent; for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; to keep the security deposit; and to recover the filing fee associated with this application.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of an apartment in a multi-unit complex. Pursuant to a written agreement, the fixed term tenancy was based on a one year lease starting on April 1st, 2011, at a rate of \$1125.00 per month payable on the first of each month. The tenants paid a security deposit of \$550.00 and a deposit of \$80.00 for two fob's.

The landlord testified that although the agreement was signed, the tenants did not move into the unit because they were separating. She stated that rent was paid for April and

that she re-advertised the rental unit immediately. In her documentary evidence, the landlord provided copies of ads for rent dated the first week of April 2011, which she posted in Craigslist and Kijiji. The landlord said that she found new tenants for June 2011.

The landlord made a claim for the lost of rental income for May 2011 less the tenants' deposits, plus \$20.00 for registered mail fees.

The tenant did not dispute the landlord's evidence and agreed with her testimony.

Analysis

Section 45(2) of the *Residential Tenancy Act* states in part that a tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than the date specified in the tenancy agreement as the end of the tenancy. The *Guide for Landlords and Tenants in British Columbia* also specifies that a tenant who ends a fixed term tenancy early without the landlord's agreement can be held accountable for any loss.

Based on the evidence I find that the landlord is entitled to recover the loss of rental income for May 2011.

Conclusion

The landlord established a claim of \$1125.00. I authorize the landlord to retain the tenants' \$550.00 security deposit and \$80.00 deposit for the fob's for a balance owing of \$495.00. Other than the filing fee, there is no provision for a party to make a claim under the Act for other administrative fees such as registered mail.

Since the landlord was successful, I award the landlord recovery of the \$50.00 filing fee. Pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$545.00.

This Order may be registered in the Small Claims Court 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, 2011.

Residential Tenancy Branch