



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order for unpaid rent, to keep all or part of the security deposit and recovery of the filing fee.

Both parties participated in the conference call hearing.

### Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

### Background and Evidence

This fixed term tenancy began December 2012 with monthly rent of \$1000.00 and the tenant paid a security deposit of \$500.00. The tenancy has an effective end date of November 30, 2012.

The landlord testified that the tenant broke the fixed term tenancy agreement and vacated the rental unit in February 2012. The landlord stated that the tenant then cancelled the check for \$500.00 that had been written for ½ of the February rent. The landlord stated that they did find new tenants for the rental unit however at a monthly rent of \$950.00 and not \$1000.00.

The tenant testified that they had ended the fixed term tenancy when they had very high utility bills and the landlord refused to do anything about insulating the rental unit or enclosing the crawl space. The tenant also stated that he had paid only ½ of the February 2012 rent as the landlord had asked for the keys to be returned and for the utilities to be taken out of the tenant's name. The tenant did not respond when asked why he did not come to this office for resolution if there were issues with the tenancy.

The landlord directly refuted the tenant's testimony as completely false, they had offered to pay one of the utility bills and that they advised the tenants that they would replace 2 windows, insulate and enclose the crawl space. The landlord stated that the tenants advised them that they were still going to vacate.

The landlord in this application is seeking \$450.00 for loss of rental income at \$50.00 per month for 9 months for the broken fixed term tenancy and \$500.00 for ½ of the unpaid February 2012 rent.

### Analysis

Based on the documentary evidence and testimony of the parties, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for loss and unpaid rent.

The tenant acknowledged that the fixed term tenancy was broken and that a stop payment had been put on the \$500.00 February rent check. As the landlord was unable to re-rent the rental unit at the same monthly rent, the landlord is entitled to recover that loss of rental income for the 9 month duration of the tenancy.

Accordingly I find that the landlord is entitled to a monetary order for \$950.00.

The landlord is entitled to recovery of the \$50.00 filing fee.

### Conclusion

I find that the landlord has established a monetary claim for \$950.00 in loss of rental income and unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$500.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$500.00**.

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: April 30, 2012

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Residential Tenancy Branch