



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MND, MNDC, MNSD

### Introduction

Some documentary 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 an application for a monetary order for \$2697.79, a request for recovery of the \$50.00 filing fee, and a request to retain the full security/pet deposit plus interest towards the claim.

### Background and Evidence

The applicant testified that:

- The tenants signed a fixed term tenancy agreement with an end the tenancy date of June 30, 2012.
- On November 7, 2011 he received a written Notice to End Tenancy stating that the tenants would be vacating on November 30, 2011.

- The tenants subsequently vacated by December 1, 2011 and although he attempted to re-rent the unit by placing numerous advertisements, he was unable to re-rent the unit until February 1, 2012.
- In order to re-rent the unit he had to reduce the rent by \$22.00 per month.
- The tenants also left some light fixtures damaged.

The applicant is therefore requesting an order as follows:

Lost rental revenue for December 2011	\$1169.00
Lost rental revenue for January 2012	\$1169.00
Lost rental revenue resulting from rent reduction of \$22.00 for five months	\$110.00
Fortis power bill	\$50.79
Landlords time and costs to re-rent the unit	\$149.00
Damage light fixtures estimated cost	\$50.00
Filing fee	\$50.00
Total	\$2747.79

The respondent's testified that:

- When they signed the new lease with the landlord, they informed the landlord that they were looking for a new place to move to, and the landlord informed them that they would be allowed to do so if they found a place.
- The rental unit was also in need of significant repairs and the landlord was failing to do those repairs and therefore when they found a new place to move to they decided to give notice and vacated at the end of November 2011.
- They do not believe they should have to pay anything further, because the landlord knew that they were looking for a new place, and because the rental unit needed significant repairs that were not being done.

In response to the tenant's testimony the landlord testified that:

- The tenants did informed him that they were looking for a new place, but they agreed to sign a new lease anyway because they stated that it was very unlikely they would find a place before the term of the lease was up.
- He never agreed to allow them to vacate before the end of the lease if they found a new place.
- It was the tenant's choice to break the lease and he feels they should be held responsible for his resulting losses.

### Analysis

It is my decision that the tenants are liable for the lost rental revenue that resulted from them breaking the lease.

When parties sign a lease all parties are bound by that lease.

The tenants claim that they had a verbal agreement with the landlord to allow them out of the lease, however the landlord denies any such agreement and therefore it is my finding that the tenants have not met the burden of proving that there was ever such an agreement.

The tenants also claim that they vacated because of the landlords failure to do repairs, however they also stated at the hearing that they never gave the landlord any written request for repairs, and they never applied for dispute resolution to have repairs done.

Therefore it is my finding that the tenants did not take reasonable steps to ensure that any needed repairs were done.

I therefore allow the majority of the landlords claim. The only portion of the claim I will not allow is the claim for damage light fixtures, as the landlord has supplied no evidence in support of this claim.

Therefore the total amount of the landlord's claim I have allowed is \$2647.79.

I also order recovery of the \$50.00 filing fee.

Conclusion

I have allowed a total of \$2697.79 and I therefore order that the landlord may retain the full security/pet deposit plus interest totalling \$1019.39, and I have issued a monetary order for \$1678.40.

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: May 31, 2012.

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Residential Tenancy Branch