



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNR, MNSD

Introduction

This hearing dealt with an application by the landlord seeking a monetary order for a loss of revenue. Both parties participated in the conference call hearing.

Issues to be Decided

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

Background and Evidence

The tenancy began on or about March 31 2011 and was for a fixed length of 12 months and 1 day to end on March 31, 2012. Rent in the amount of \$975.00 is payable in advance on the first day of each month.

The landlord gave the following testimony; this tenancy agreement was to continue on as a month to month agreement at the end of the term however he had made an error and did not make the notation on the tenancy agreement to reflect this, the tenant's moved out at the end of March 2012, acknowledges that he received the tenant's notice to move out on March 1, 2012 but doesn't feel its "legal" as it is not an approved form according to the Act, the landlord was not able to re-rent the unit for April 2012 and feels the tenants should be responsible for the loss of revenue.

The tenant's gave the following testimony; were of the belief that the tenancy was to end and that they had to move out on March 31, 2012, one of the tenants e-mailed his notice to move out on February 29, 2012, feel the landlord was fully aware that they

were going to move out and was only concerned that they pay the rent up in full to the end of March.

Analysis

The tenant's position is that the landlord was advised of their intention to move on February 29, 2012 and that the notice given by e-mail is sufficient. However the notice the tenants are relying on doesn't clearly outline the intentions of both tenants'. The notice is given by one tenant and states about the second tenant "I am not sure if he will be leaving as well". In addition the tenants own documentary evidence that they have provided for this hearing and are relying on contradicts this. The tenants have submitted an e-mail chain that clearly shows that discussions about the second tenant staying on past March 31, 2012 between the mother of one of the tenants and the landlord. The landlord stated during the hearing that the second tenant had initially made inquiries about staying on but was not made formally aware until mid March that the second tenant would be moving out on March 31, 2012.

The Act is clear in outlining that once a fixed term comes to an end it automatically reverts to a month to month agreement unless at the outset both parties agree to have the tenancy end on a specific date and have the tenant's move out or agree to another fixed length term. The tenancy before me has a **term** that ends on March 31, 2012 but no indication that the tenancy is to be terminated; therefore it reverts to a month to month. I find the landlord has proven his claim and has been successful in his application. The landlord wished to pursue the guarantors as part of his monetary order however only one of the guarantors is listed on the tenancy agreement, that person will be included on the monetary order. The other person the landlord was seeking to have included is on an addendum that does not clearly outline the responsibilities and functions to this tenancy and I decline to include them on the monetary order.

As for the monetary order, I find that the landlord has established a claim for \$975.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I grant the

landlord an order under section 67 for the balance due of \$1025.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$1025.00.

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 18, 2012.

Residential Tenancy Branch