



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MNDC

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlords to obtain a Monetary Order for unpaid rent or utilities, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the cost of the filing fee from the Tenant for this application.

The parties appeared at the teleconference hearing and gave affirmed testimony. During the hearing each party was given the opportunity to provide their evidence orally and respond to each other's testimony. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

1. Are the Landlords entitled to a Monetary Order?

Background and Evidence

The Landlord affirmed the parties entered into a fixed term tenancy agreement that began on December 1, 2011 and was set to switch to a month to month tenancy after August 31, 2012. Rent was payable in the amount of \$1,000.00 each month which the parties agreed to be paid in biweekly payments of \$500.00.

The Landlord advised the parties attended a previous dispute resolution hearing, as noted in her application, whereby she was granted possession of the unit and a monetary claim for unpaid rent up to February 2012. The Tenant vacated the property by January 31, 2012 and although the Landlords advertised the unit as soon as possible for possession February 15, 2012 they still have not been able to re-rent the unit.

The Landlord submitted that it is very difficult to fill rental units this time of year. They have not been able to re-rent the unit and continue to advertise it on all the free internet sites for the same rent of \$1,000.00. The Landlord is seeking loss of rent for March 2012 and April 2012 as the Tenant breached the tenancy agreement.

The Tenant advised she broke her lease because the male Landlord posted an inappropriate post about her on a social media website. The Landlord left this post on

the website for over twenty four hours which she found to be a breach of her privacy and therefore she decided to break her lease and move out.

Analysis

I find that in order to justify payment of damages or losses under section 67 of the *Act*, the Applicant Landlord would be required to prove that the other party did not comply with the *Act* and that this non-compliance resulted in costs or losses to the Applicant pursuant to section 7.

In this case the parties entered into a written fixed term tenancy that was not scheduled to switch to a month to month tenancy until after August 31, 2012.

Section 45 (2) of the *Act* provides 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 one month after the date the landlord receives the notice and is not earlier than the date specified in the tenancy agreement as the end of the tenancy.

Based on the aforementioned the Tenant could not have ended this tenancy in accordance with the *Act* prior to August 31, 2012. Instead the Tenant made a conscious decision to end her tenancy in January 2012, in breach of section 45 (2) of the *Act* which has caused the Landlords to suffer a loss of rent for March and April 2012. Accordingly, I find the Landlords have met the burden of proof to establish their loss and I award them **\$2,000.00**.

The Landlords have been successful with their application, therefore I award recovery of the **\$50.00** filing fee.

Conclusion

The Landlords have been awarded a Monetary Order in the amount of **\$2,050.00**. This Order is legally binding and must be served upon the Tenant.

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 26, 2012.

Residential Tenancy Branch