



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlords for a monetary order for unpaid rent and for money owed for loss under the Act.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Issue(s) to be Decided

Are the landlords entitled to a monetary order for unpaid rent and money owed under the Act?

Background and Evidence

The parties entered into a fixed term tenancy which began on August 1, 2012 and was to expire on August 1, 2013. Rent in the amount of \$1,500.00 was payable on the first of each month. No security deposit was paid by the tenant. Filed in evidence is a copy of the tenancy agreement.

The parties agreed this tenancy is a “tenants in common” and this tenant shares the same premise with another tenant under a separate tenancy agreement with the landlord.

The parties agreed that the tenant vacated the rental unit on November 15, 2012, breaching the fixed term tenancy agreement.

The parties agreed that they have both been actively advertising the rental unit and that the rent has been reduced significantly to minimize the loss. However, a new tenant has not been found as of today’s date.

The tenant agreed she owes rent for December 2012, in the amount of \$1,500.00. The tenant did not agree to allow the landlord to amend the application to include loss of rent for January, February and March 2013. The tenant is aware the landlord is at liberty to apply for further loss of rent.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The tenant acknowledged breaching the fixed term agreement. Both parties agreed they have made reasonable attempts to rent the unit by placing advertisements on local popular websites and reducing the rent.

The tenant agreed to pay rent due under the terms of the tenancy agreement for the month of December 2012, in the amount of \$1,500.00. Therefore, I find the landlords are entitled to recover unpaid rent for December 2012, in the amount of **\$1,500.00**.

I find that the landlords have established a total monetary claim of **\$1,550.00** comprised of unpaid rent for December 2012, and the \$50.00 fee paid for this application. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

The parties agreed during the hearing that the tenant will pay the landlords the sum of \$300.00 per month, by email transfer, on the 20th day of each month until the above monetary order is paid in full and if any payments are missed the balance due, immediately becomes due and owing.

Conclusion

The landlords are granted a monetary.

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: March 07, 2013

Residential Tenancy Branch

