



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing was convened in response to an application filed by the landlord who is seeking a monetary order of \$1,000.00 and recovery of the filing fee paid for his application.

The tenant did not attend the hearing. The landlord gave evidence that the tenant was served with his Application and Notice of this hearing by way of registered mail. I am therefore satisfied that the tenant has had notice of this claim.

Issue(s) to be Decided

Has the landlord met the burden of proving his claim?

Background and Evidence

The landlord testified that he and the tenant entered into an "Intent to Lease" agreement on June 27, 2011. The landlord testified that upon his acceptance of the intent the intent would become the terms of the lease. The acceptance of the intent would be indicated by the landlord's signature which is affixed to the document submitted in evidence and the landlord confirms that he accepted it. The terms of the lease were that the tenancy would commence August 15, 2011 for a two year fixed term. Rent was set at \$1,500.00 per month and the tenant paid a security deposit of \$1,000.00 on June 27, 2011. The landlord testified that the tenant wrote to him on July 14, 2011 stating that she did not intend to move in on August 15, 2011 as agreed. The landlord says he immediately began to look for a new tenant and secured a new tenant but that tenancy could not begin until September 1, 2011. The landlord seeks \$750.00 representing the loss of rent for the period August 15 – 31, 2011 and \$250.00 in lost time and expenses.

Analysis

Based on the undisputed evidence of the landlord I find that he is entitled to recover rent for the period August 15-31 in the sum of \$750.00 as claimed. The tenant gave notice on July 14, 2011 that she did not intend to move in on August 15, 2011. Not only is this not a full 30 days notice as described in the Act but the tenant signed a two year fixed term and a tenancy agreement cannot end prior to the end of its fixed term.

With respect to the landlord's claim for \$250.00 in expenses I find that the landlord has failed to supply sufficient evidence of those expenses and this claim is therefore dismissed.

As the landlord has been mostly successful in this claim I will allow him to recover the \$50.00 filing fee he has paid.

Conclusion

The landlord is provided with a formal copy of an order for the total monetary award as set out above. This is a final and binding Order enforceable as any Order of the Provincial Court of British Columbia.

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 06, 2013

Residential Tenancy Branch

