



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, FF

### Introduction

The landlord applies to recover two months rent lost and costs incurred as a result of the tenant repudiating an alleged fixed term tenancy agreement before the end of the term.

### Issue(s) to be Decided

Does the relevant evidence presented at hearing show, on a balance of probabilities that there was a fixed term tenancy, that the tenant repudiated it and that the landlord suffered loss as a result?

### Background and Evidence

The rental unit is a two bedroom house. The tenancy started in August 2012. The rent was \$900.00 per month and the landlord holds a \$450.00 security deposit.

The landlord submitted a written tenancy agreement in the standard form, signed by the tenant. The document indicates that the box denoting a month to month tenancy had been checked, then the check mark or "X" scribble over and the next box, indicating a fixed term (in this case, for one year) checked off. The alteration has not been initialed by either party.

The landlord says the change to the agreement was done at the time of signing and that she later sent the tenant a copy of the agreement. The tenant says he'd never received a copy until this proceeding. He says that when he attended in this northern town it was for a tentative employment opportunity and that he would not have signed a one year lease; he didn't then know that he would be there long. He says that when he signed the tenancy agreement it was for a month to month tenancy and that the landlord later changed it without his knowledge or consent.

Both sides agree that the tenant gave a verbal notice, likely in April 2013 and vacated at the end of May. The tenant says he didn't have the landlord's address to send a written notice but does not disagree that he could have simply asked for it over the telephone.

### Analysis

On the competing evidence in this case, I find that term of the tenancy agreement regarding the length of the tenancy has not been expressed in a clear manner. Two difference boxes were checked off and the landlord has not shown the alteration took place before the tenant signed it. A simple initialling of the alteration by the parties would have provided reasonable corroboration and that is why changes to agreements are usually initialled by the parties. I find that the tenancy was, by default, a month to month tenancy.

The tenant's notice was insufficient. The *Act* mandates a written notice from him. Ultimately the landlord regained possession at the end of May, but could not lawfully have offered the premises for rent until then. She has lost June rent and I award her \$900.00 for that loss plus the \$50.00 filing fee. I dismiss the balance of her claim

### Conclusion

The landlord is entitled to a monetary award totalling \$950.00. I authorize her to retain the \$450.00 security deposit in reduction of the amount awarded and grant her a monetary order against the tenant for the remainder of \$500.00

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: August 07, 2013

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Residential Tenancy Branch

