



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 for a monetary award for unpaid rent and loss of rental income.

Issue(s) to be Decided

Does the relevant evidence presented at hearing show, on a balance of probabilities, that the landlord is entitled to recover any amount from the tenants?

Background and Evidence

The rental unit is the three bedroom upper portion of a house. The parties entered into a fixed term tenancy agreement commencing September 1, 2012 and ending August 31, 2013 at a monthly rent of \$1500.00. The tenants paid a total of \$750.00 in security deposit money.

In April 2013 the tenants tried to give notice to end the tenancy early. The landlord was not in agreement to end the fixed term early but each side agreed to try to find replacement tenants. The tenants vacated the premises at the end of May. There is no dispute but that replacement tenants have been sought but not found yet.

Two of the tenants continued to pay what had been their portion of the rent. It is not disputed that the landlord received \$1000.00 for June, \$1000.00 for July and \$950.00 for August (which included \$500.00 of the security deposit the tenants Mr. T. and Mr. McD. authorized the landlord to retain.

The landlord claims \$1550.00 for loss of rental income from June to August, plus the filing fee.

Analysis

The evidence satisfies me that the tenants repudiated the fixed term tenancy agreement by attempting to unilaterally end it early. I find the landlord put the tenants on notice

that she would hold them responsible for loss of rental income for the balance of the term. I find the landlord took reasonable steps to mitigate her loss by trying to re-rent the premises at equivalent rent. I find the tenants are responsible for the balance of the rent due under their tenancy agreement and I find that amount to be \$1550.00.

I grant the landlord a monetary award of \$1550.00 plus the \$50.00 filing fee for this application. The evidence appears to show that the landlord still holds \$250.00 of the \$750.00 security deposit (considered by her to be Mr. J.'s portion). She has claimed a \$50.00 cleaning fee but has not proved that claim at this hearing. I therefore authorize the landlord to retain the \$250.00 balance of the security deposit in reduction of the amount awarded, leaving a balance owing of \$1350.00.

The tenant Mr. J. indicated at hearing that he should be the one responsible for paying any remaining monies. That may well be true and as between the tenants he is responsible for his share, but as between the tenants and the landlord, the tenants' is a joint and several obligation. Each is responsible for the whole. The landlord is entitled to collect the money she is owed from any of the tenants, though the tenants may be entitled to claim contribution as between them.

Conclusion

The landlord will have a monetary order in the amount of \$1350.00 against the three tenants, jointly and severally.

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 21, 2013

Residential Tenancy Branch

