



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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DECISION

Dispute Codes MNR, OPR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for unpaid rent, an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Only the Landlord appeared at the hearing. They gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Landlord testified she served the Tenant with the Notice of Hearing and Application by registered mail, sent on June 14, 2013. Under the Act the Tenant was deemed served five days later. I find the Tenant has been duly served in accordance with the Act.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

Background and Evidence

This tenancy began on April 23, 2013, with the parties signing a tenancy agreement with a fixed term of one year. The monthly rent was \$1,275.00 payable on the first day of the month. The Tenant paid a security deposit of \$637.50 on or about April 23, 2013. I note that no interest is payable on deposits held since 2009.

The Landlord testified that the Tenant left the rental unit without notice to the Landlord and the Landlord learned of the Tenant vacating through a voice mail left for the Landlord by the Tenant. The Landlord learned on June 4, 2013 that the Tenant had left the rental unit. The Tenant had paid no rent for June 2013.

The Landlord testified she was able to find a new renter for June 15, 2013, and therefore the Landlord is only claiming for ½ a month of rent, in the amount of \$637.50.

The Landlord testified she is waiving the right to claim the filing fee for the Application.

Analysis

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

I find the Tenant has breached section 26 of the Act by failing to pay rent to the Landlord for June 2013.

I further find the Tenant breached section 45 of the Act by ending a fixed term tenancy without authority to do so. Under section 45 the Tenant is unable to end a fixed term tenancy unless there is an order from an Arbitrator ending the tenancy early, or if there is some other authority under the Act to end the tenancy. I find no evidence here that the Tenant had authority under the Act to end the fixed term tenancy.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find that the Landlord has established that the Tenant breached the Act and tenancy agreement, and is entitled to monetary compensation for these breaches.

I find the Landlord have established a total monetary claim of **\$687.50** comprised of ½ the rent for June and the \$50.00 fee paid for this application.

I order that the Landlord may retain the deposit of **\$637.50** in partial satisfaction of the claim. The Landlord waived her right for an order under section 67 for the balance due.

Conclusion

The Tenant breached a fixed term tenancy without authority under the Act to end the tenancy. The Landlord re-rented for ½ a month, and therefore, the Tenant must pay the Landlord for ½ a month of rent. The Landlord may keep the security deposit in satisfaction of the claim, and has waived the right to a monetary order for the balance due of \$50.00.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: September 19, 2013

Residential Tenancy Branch

