



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for compensation for loss or damage under the Act, regulations or tenancy agreement and to recover the filing fee for this proceeding.

The Landlord said the Tenants were served with the Application and Notice of Hearing (the “hearing package”) by personal delivery on June 11, 2013. Based on the evidence of the Landlord, I find that the Tenants were served with the Landlords’ hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenants’ absence.

Issues(s) to be Decided

1. Is there a loss or damage to the Landlord and if so how much?
2. Is the Landlord entitled to compensation and if so how much?

Background and Evidence

This tenancy started on August 16, 2012 as a month to month tenancy. Rent was \$825.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$412.50 on August 8, 2012 and a pet deposit of \$100.00 on October 15, 2012. The Landlord said the Tenants moved out of the rental on February 15, 2013.

The Landlord continued to say the Tenant did not give proper notice to end the tenancy as the Tenant told the Landlord on February 5, 2013 they were moving out on February 15, 2013. The Landlord said they came to an agreement the Tenants that the Tenants would pay ½ a month rent of \$412.50 as compensation to the Landlord for moving out early without proper notice. The Landlord said this agreement is supported by a promissory note that the Tenant signed and gave to the Landlord. The Landlord submitted the promissory note in his evidence package.

The Landlord said they returned the Tenants’ security and pet deposits when the Tenants moved out as they had the agreement and promissory note from the Tenants that would cover ½ a month’s rent if the Landlord was unable to rent the unit for March

1, 2013. The Landlord said they were unable to rent the unit for March, 2013 and the Tenants have not paid any part of the \$412.50 that they promised to pay the Landlords.

The Landlord said they are requesting a monetary order for \$412.50 which represents ½ a month's rent and to recover the \$50.00 filing fee.

Analysis

Section 45 says a *tenant may end a periodic (month by month) tenancy by giving the landlord notice to end the tenancy effective on a date that*

(a) is not earlier than one month after the date the landlord receives the notice, and

(b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

As well a tenancy may end by a mutual agreement between the Tenants and Landlords.

In this situation the Tenants did not give the Landlords proper notice to end the tenancy, but they did make an agreement to compensate the Landlord ½ a month's rent in the amount of \$412.50 in lieu of the proper notice to end the tenancy.

I accept the Landlords' evidence and testimony that the Tenants did not give the Landlords proper notice to end the tenancy and the Tenants made an agreement with the Landlords to pay the Landlords ½ month's rent of \$412.50 as compensation for ending the tenancy early. Consequently I find for the Landlords and award the Landlords their monetary claim in the amount of \$412.50.

As the Landlords have been successful in this matter, the Landlords are also entitled to recover from the Tenants the \$50.00 filing fee for this proceeding. The Landlords will receive a monetary order for the balance owing as following:

Lost rental income:	\$ 412.50
Recover filing fee	\$ 50.00
Total:	\$462.50

Conclusion

A Monetary Order in the amount of \$462.50 has been issued to the Landlords. A copy of the Order must be served on the Tenants: the Monetary Order may be enforced in the Provincial (Small Claims) 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: October 16, 2013

Residential Tenancy Branch