



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes mnr, mnsd, ff

Introduction:

The landlord requests a monetary award for loss of rent for the final month of a fixed term tenancy. The landlord also seeks an order to retain the tenants' security deposit in partial satisfaction of the monetary award.

Issues to be decided:

Is the landlord entitled to such compensation from the tenants?

Background and Evidence:

1. The landlord entered into written, fixed term tenancy with the tenants, to begin March 15, 2013 and end September 30, 2013. Monthly rent was \$1,000.00. A security deposit was paid by the tenants in the sum of \$500.00.
2. As the end of the tenancy approached, it was verbally agreed between the parties that one of the tenants would vacate at the end of August, and the other would remain in possession until the end of September, and pay the rent for September.
3. In fact both tenants vacated on September 1, and no rent was paid for September.

Analysis:

When the tenancy began, the tenancy was clearly a joint tenancy, with both tenants being jointly and severally liable under that agreement. In other words, both were fully liable to the landlord for the payment of monthly rent, as opposed to each being liable for only half the monthly rent.

The tenancy was also a fixed term tenancy. As clarified in sections 44 and 45 of the Residential Tenancy Act, a tenant is able to end a fixed term tenancy prematurely by way of agreement with the landlord, but that agreement must be in writing. In the present case, no written agreement was made to end the tenancy prematurely. There was no assignment of interest formalized by one tenant to the other, and no transfer of the security deposit. Accordingly, the tenants remain jointly and severally liable under the tenancy agreement to the end of the fixed term

The tenancy agreement required that the tenancy continue until September 30, and that rent be paid for the month of September. The ending of the tenancy occurred

prematurely, on September 1, 2013 when the tenant's vacated the premises. As a result, the tenants must pay the landlord's loss of September rent, of \$1,000.00. As the landlord is successful with this claim, I also award the recovery of the \$50.00 filing fee from the tenants. The full award made, is \$1,050.00.

The landlord has applied for an order to retain the security deposit. The deposit totals \$500.00. As this sum is less than the award made, retention is appropriate.

Conclusion:

I order pursuant to section 38(1) that the full amount of the security deposit be retained by the landlord, in partial satisfaction of the monetary award noted above. I further order that the remaining balance of the award due to the landlord, equalling \$550.00, be paid immediately by the tenants to the landlord.

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: December 18, 2013

Residential Tenancy Branch

