



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This matter dealt with an application by the landlords for a Monetary Order for compensation for loss of revenue, to recover the filing fee for this proceeding and to keep the tenant's security deposit in partial payment of those amounts. Only the landlord attended.

Issue(s) to be Decided

Was a tenancy created and are the landlords entitled to compensation?

Background and Evidence

The landlord testified that sent the tenant copies of the amended application and the evidence were sent to the tenant on November 14, 2013 by registered mail. With reference to Canada Post's web site I find that the tenant was served in accordance with section 88 the Act.

The landlord testified that the tenant signed a tenancy agreement on September 2, 2013 for one year fixed term beginning on October 1, 2013 ending on September 30, 2014. The landlord received a security deposit amounting to \$ 775.00 on September 3, 2013. The landlord testified that on September 30, 2013 he received an email from the tenant advising him that she was no longer intending to rent the unit. The landlord testified that he began attempting to re-rent the unit immediately by talking to a former neighbour who was interested and then advertising, however the unit was not re-rented until November 1, 2013. The landlords are claiming the loss of revenue of one month amounting to \$ 1,550.00.

Analysis

Section 16 of the Act states:

16 The rights and obligations of a landlord and tenant under a tenancy agreement take effect from the date the tenancy agreement is entered into, whether or not the tenant ever occupies the rental unit.

I find that a tenancy was created on September 2, 2013 to be effective on October 1, 2013. I find that the tenant had repudiated the agreement by refusing to move in and not providing funds for the rental payment of October. Section 44 of the Act states:

44 (1) A tenancy ends only if one or more of the following applies:
agreement that provides that the tenant will vacate the rental unit on the date specified as the end of the tenancy;
(c) the landlord and tenant agree in writing to end the tenancy;

Although the tenant emailed the landlords to change her mind after agreeing to rent the unit, the tenancy could not be ended by mutual agreement unless that agreement was in writing. I find that the landlords had acted prudently by attempting to mitigate their loss by advertising the unit as soon as possible I find that the landlords have suffered a loss of revenue for October amounting to \$ 1,550.00.

Conclusion

In summary I ordered that the respondent pay to the applicants the sum of \$ 1,550.00 in respect of this claim plus the sum of \$ 50.00 in respect of the filing fee for a total of \$ 1,600.00 I order that the landlords retain the security deposit amounting to \$ 775.00 inclusive of interest. I grant the landlords a Monetary Order in the amount of **\$ 825.00** and a copy of it must be served on the tenant. If the amount is not paid the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an Order of that Court.

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: January 13, 2014

Residential Tenancy Branch

