



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent and to recover the filing fee for this proceeding.

The Landlord said he served the Tenants with the Application and Notice of Hearing (the “hearing package”) by registered mail on March 3, 2014. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord’s hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant’s absence.

Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?

Background and Evidence

This tenancy started on May 1, 2013 as a fixed term tenancy with an expiry date of April 30, 2014. Rent was \$1,850 for the first 6 months and \$1,950.00 for the second 6 months payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$1,000.00 on May 1, 2013. A pet deposit of \$500.00 was written into the tenancy agreement but was not paid as the Tenant did not have a pet. The Landlord said the Tenant moved out of the rental unit at the end of January, 2014.

The Landlord continued to say that the Tenant did not pay \$1,850.00 of rent for each month of October, 2013, November, 2013 and December, 2013 and \$1,950.00 of unpaid rent for January, 2014. The Landlord is also requesting lost rental income for February, 2014 as the Tenant broke the fixed term tenancy agreement which had an expiry date of April 30, 2014. The Landlord said his total claim for unpaid rent is \$9,450.00 and he is requesting to recover the filing fee of \$100.00 that he paid for this application.

Analysis

Section 26 says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Section 45 of the Act says a Tenant may end a fixed term tenancy not earlier than the date specified in the tenancy agreement and it must be with written notice at least one month prior to the date that rent is payable or with the agreement of the Landlord.

The Tenant did not give the Landlord proper written notice to end the tenancy and the Tenant broke the terms of the fixed term tenancy agreement. The Tenant does not have the right under the Act to withhold part or all of the rent; therefore I find the Tenant is responsible for the rent of \$1,850.00 for each month of October, November and December, 2013 and unpaid rent for January, 2014 in the amount of \$1,950.00 as well as lost rental income for February, 2014 in the amount of \$1,950.00.

As the Landlord has been successful in this matter, he is also entitled to recover from the Tenant the \$100.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenant's security deposit in partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

	Rent arrears:	\$ 9,450.00
	Recover filing fee	\$ 100.00
	Subtotal:	\$9,550.00
Less:	Security Deposit	\$ 1,000.00
	Subtotal:	\$ 1,000.00
	Balance Owing	\$ 8,550.00

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Conclusion

A Monetary Order in the amount of \$8,550.00 has been issued to the Landlord. A copy of the Order must be served on the Tenant: 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: June 17, 2014

Residential Tenancy Branch

