



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Lawson Holdings Trust
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR, MNSD, FF

Introduction

This hearing concerns the landlord's application for a monetary order as compensation for unpaid rent / retention of the security deposit / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the 3 month fixed term of tenancy was from March 01 to May 31, 2014. Monthly rent of \$3,500.00 was due and payable in advance on the first day of each month, and a security deposit of \$1,750.00 was collected.

By email dated March 11, 2014 the tenant informed the landlord that he would be vacating the unit by April 01, 2014. Rent was paid only for the month of March 2014. Arising from online advertising undertaken by the landlord, a new tenant was found for the unit effective May 01, 2014. Accordingly, the landlord seeks compensation for unpaid rent limited to April 2014. The tenant testified that he found the unit to be insufficiently clean, and that this led to his decision to end tenancy prior to the date specified in the tenancy agreement as the end of tenancy.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: www.rto.gov.bc.ca

Section 26 of the Act addresses **Rules about payment and non-payment of rent**, in part as follows:

26(1) 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 speaks to **Tenant's notice**, and provides in part:

45(2) A tenant may end a fixed term 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,

(b) is not earlier than the date specified in the tenancy agreement as the end of the tenancy, and

(c) 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.

Section 7 of the Act addresses **Liability for not complying with this Act or a tenancy agreement**:

7(1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

(2) A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

Based on the documentary evidence and testimony of the parties, I find that the tenant did not file an application for dispute resolution, seeking permission to deduct all or a portion of the monthly rent as a result of his concerns about the condition of the unit.

I also find that the tenant did not give notice to end the fixed term tenancy in accordance with the above statutory provisions.

Further, I find that the landlord undertook to mitigate the loss of rental income by advertising for new renters in a timely fashion. In the result, I find that the landlord has established entitlement to compensation for unpaid rent for April 2014 in the amount of \$3,500.00, in addition to recovery of the \$50.00 filing fee [**total: \$3,550.00**].

I order that the landlord retain the security deposit of **\$1,750.00**, and I grant the landlord a **monetary order** for the balance owed of **\$1,800.00** (\$3,550.00 - \$1,750.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,800.00**. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court 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: August 12, 2014

Residential Tenancy Branch

