



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, MNR, FF

Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for a monetary Order for a monetary Order for money owed or compensation for damage or loss; a monetary Order for unpaid rent, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

The female Landlord stated that on May 12, 2014, the Application for Dispute Resolution, the Notice of Hearing, and documents the Landlord wishes to rely upon as evidence were sent, via registered mail, to each Tenant at the forwarding address provided at the end of the tenancy. The Landlord submitted Canada Post documentation that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Act* and they were accepted as evidence for these proceedings.

On July 22, 2014 the Landlord submitted numerous documents to the Residential Tenancy Branch, which the Landlord wishes to rely upon as evidence. The female Landlord stated that these documents were sent to the Tenant by email. The *Residential Tenancy Act (Act)* does not permit evidence to be served by email so these documents were not accepted as evidence for these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to compensation for lost revenue, pursuant to sections 67 of the *Residential Tenancy Act (Act)*?

Background and Evidence

The Landlord submitted a copy of a tenancy agreement that indicates the parties entered into a fixed term tenancy, the fixed term of which ran from September 01, 2013 to April 30, 2014. The agreement declares that the rental unit must be vacated at the end of the fixed term and that rent of \$1,100.00 is due by the first day of each month.

The female Landlord stated that in January the Tenant advised the Landlord of their intent to end the tenancy prematurely and that the Tenant vacated the unit on March 14, 2014. The Landlord is seeking compensation for lost revenue for the month of April, as no rent was received for that month.

The female Landlord stated that the reason the tenancy agreement required the Tenant to vacate at the end of the fixed term is that they planned to house family members in the rental

unit after April 30, 2014. She stated that they did not attempt to rent the rental unit for April as they believed it was unlikely a tenant would be willing to move into the rental unit for a period of only one month.

Analysis

On the basis of the undisputed evidence, I find that the Landlord and the Tenant entered into a fixed term tenancy, the fixed term of which ended on April 30, 2014, for which the Tenant was required to pay rent of \$1,100.00 by the first day of each month.

I find that the Tenant did not comply with section 45(2) of the *Act* when the Tenant vacated the rental unit, and effectively ended the tenancy, on a date that was earlier than the end date specified in the tenancy agreement. I therefore find that the Tenant must compensate the Landlord for any losses the Landlord experienced as a result of the Tenant's non-compliance with the *Act*, pursuant to section 67 of the *Act*. As the Landlord suffered a loss of income for the last month of the fixed term tenancy, I find that the Landlord is entitled to compensation for lost revenue, in the amount of \$1,100.00.

In determining this matter, I find that the Landlord acted reasonably when the Landlord did not attempt to re-rent the unit for the month of April. As the Landlord did not intend to continue renting the rental unit after the fixed term tenancy ended on April 30, 2014, I find it unlikely that they would have been able to locate a person who was willing to occupy the rental unit for a period of only one month.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$1,150.00, which is comprised of \$1,110.00 for loss of revenue and \$50.00 for the filing fee paid by the Landlord for this Application for Dispute Resolution. Based on these determinations I grant the Landlord a monetary Order for the amount of \$1,150.00. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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: September 11, 2014

Residential Tenancy Branch

