



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CAPREIT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: MNR, MNDC, MNSD, FF

### Introduction

This hearing concerns the landlord's application for a monetary order as compensation for unpaid rent / compensation for damage or loss under the Act, Regulation or tenancy agreement / 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 fixed term of tenancy is from February 11, 2014 to February 28, 2015. Monthly rent of \$1,165.00 is due and payable in advance on the first day of each month, and a security deposit of \$582.50 was collected. A move-in condition inspection report was completed with the participation of both parties.

By letter dated June 19, 2014 the tenants gave notice to end tenancy effective July 31, 2014. In this letter the tenants also provided their respective forwarding addresses. A move-out condition inspection report was completed with the participation of both parties. New renters were found for the unit effective from August 01, 2014, and the landlord's application for dispute resolution was filed on August 07, 2014.

### 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](http://www.rto.gov.bc.ca)

Section 45 of the Act addresses **Tenant's notice**, 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 speaks to **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.

Section 37 of the Act speaks to **Leaving the rental unit at the end of a tenancy**, in part:

37(2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and...

Based on the documentary evidence and testimony of the parties, I find that the tenants ended the fixed term tenancy "earlier than the date specified in the tenancy agreement as the end of the tenancy." Following this, however, the landlord undertook to mitigate the loss of rental income by advertising for new renters, and succeeded in avoiding any loss of rental income for the balance of the fixed term beginning immediately after the subject tenancy ended.

While the tenants had questions about certain provisions set out in the tenancy agreement, they do not dispute the landlord's claim for compensation. In consideration of all the foregoing, and in view of the related legislation and certain very specific provisions in the tenancy agreement and the related schedule "A" rules and regulations, I find that the landlord has established a claim of **\$2,270.00** as follows:

\$665.00: *balance of rent owed for July 2014*  
\$350.00: *liquidated damages*  
\$750.00: *recovery of rent incentive*  
\$50.00: *NSF fees for June and July 2014 (2 x \$25.00)*  
\$405.00: *damaged mirror*  
\$50.00: *filing fee*

I order that the landlord retain the security deposit of **\$582.50**, and I grant a **monetary order** in favour of the landlord for the balance owed of **\$1,687.50** (\$2,270.00 - \$582.50).

#### Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,687.50**. This order may be served on the tenants, 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: September 03, 2014

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Residential Tenancy Branch

