



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

This is an application for a Monetary Order for \$4200.00 and a request for recovery of the \$50.00 filing fee.

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

Has the applicant established a monetary claim against the respondents, and if so in what amount?

### Background and Evidence

The applicant testified that:

- This tenancy began on September 15, 2013 with a fixed expiry date of August 31, 2014.
- The monthly rent was set at \$1400.00.
- The tenants paid a security deposit of \$700.00 on September 2, 2013.
- In May of 2014 the tenants informed him that they would be vacated at the end of May 2014.
- He attempted to re-rent the unit, however was unable to rent the unit in the months of June 2014, and July 2014, but eventually was able to re-rent the unit for August 1, 2014.
- He is therefore requesting a reduced claim of \$2800.00 for lost rental revenue and recovery of his \$50.00 filing fee.

The respondent testified that:

- They gave five weeks' notice to end the tenancy and walked away from the lease.
- They had to move before the end of the term as they had a wedding they had to go to.
- I therefore vacated on May 31, 2014.
- The landlord had agreed to allow them to leave early as long as they paid the June 2014 rent and allowed the landlord to keep the security deposit, however the landlord never put this in a legal binding agreement.
- Since there was no legal binding agreement they just walked away from the lease.

Analysis

It is my finding that tenants are liable for the lost rental revenue for the month of June 2014 and July 2014.

The tenants signed a fixed term tenancy agreement with an end of tenancy date of August 31, 2014, and it was the tenants that breached that agreement.

It is my finding that the landlord took reasonable steps to attempt to re-rent the unit, however it did not re-rent until August 1, 2014.

I therefore allow the landlords reduced claim of \$2800.00, and recovery of the \$50.00 filing fee for a total of \$2850.00.

Conclusion

I have allowed the landlord full reduced claim of \$2850.00.

Both the tenant and the landlord agreed at the hearing, that the landlord would be allowed to keep the full security deposit of \$700.00 as partial satisfaction of the claim.

I therefore Order that the landlord may retain the full security deposit of \$700.00, and I have therefore issued a Monetary Order for the remaining amount of \$2150.00.

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: November 10, 2014

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Residential Tenancy Branch

