



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This is an application filed by the landlord for a monetary order for unpaid rent, to keep all or part of the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. Both parties confirmed receipt of the landlord's notice of hearing package and the landlord's documentary evidence. The tenant confirmed that no documentary evidence was submitted.

Neither party raised any issues with the application or with service of any documents.

Issue(s) to be Decided

Is the landlord entitled to a monetary order?
Is the landlord entitled to retain the security deposit?

Background and Evidence

This tenancy began on July 31, 2014 on a fixed term ending on July 30, 2014 and then ends as shown by the submitted copy of the signed tenancy agreement dated July 2013. The monthly rent was \$990.00 and a security deposit of \$500.00 was paid.

Both parties agreed that the tenancy was extended to August 31, 2014 as shown by the amended copy of the signed tenancy agreement.

The landlord states that the tenant ended the tenancy on July 31, 2014 without notice and breached the extended fixed term tenancy for August 31, 2014. The landlord states that he was unable to re-rent the property until September 1, 2014. The landlord seeks a monetary claim for \$990.00 for the loss of rental income as the tenant failed to provide notice to end the tenancy and allow the landlord to try and re-rent the property. The tenant disputes the landlords claim. The tenant confirmed that she ended the tenancy on July 31, 2014 without notice because of issues with the tenancy and the landlord's actions in entering the rental property without proper notice. The tenant states that she is justified in ending the tenancy.

Analysis

I accept the evidence of both parties and find that the landlord has established a claim for loss of rental income of \$990.00.

The tenant has admitted in her direct testimony that the tenancy was ended on July 31, 2014 without notice to the landlord. The tenant has also confirmed that the fixed term of the tenancy was extended to August 31, 2014 as shown by the notation on the signed tenancy agreement.

The landlord has stated that he did some minor upgrades to the flooring which took 6 hours in one day and that he was trying to mitigate any possible losses by advertising the rental unit, but was unable to re-rent the unit until August 1, 2014. Although the tenant disputes that the landlord was able to re-rent the unit right away for August, the tenant was unable to provide any evidence to support this as the landlord denies it.

I find that the tenant breached the fixed term tenancy by ending it prematurely without notice. I also find that the landlord made reasonable efforts to mitigate any possible losses by immediately trying to re-rent the unit. The landlord was not able to re-rent the unit until August 1, 2014. The landlord has established a claim for loss of rental income of \$990.00. The landlord is also entitled to recovery of the \$50.00 filing fee.

I order that the landlord retain the \$500.00 security deposit in partial satisfaction of the claim and I grant a monetary order under section 67 for the balance due of \$540.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$540.00.
The landlord may retain the security deposit.

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: February 27, 2015

Residential Tenancy Branch

