



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order. Despite having been served with the application for dispute resolution and notice of hearing sent by registered mail on February 14, the tenants did not participate in the conference call hearing.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began on April 1, 2014 and was set to run for a fixed term ending on March 31, 2015. Rent was set at \$1,345.00 per month and the tenants paid a \$600.00 security deposit at the outset of the tenancy.

On January 31, the tenants contacted the landlord to advise that they were vacating the unit on February 15 and would not be paying the rent in the month of February. The tenants gave the landlord their written permission to retain the security deposit and paid him additional \$75.00. The landlord made an attempt to re-rent the rental unit but was unable to do so as at the time the tenants gave their notice, the landlord had already entered into an agreement with a third party to rent the unit beginning on April 1, 2015. The landlord was unable to find other tenants who were willing to rent the unit from February 15 – March 31.

Because the tenants agreed that the landlord could retain the security deposit and gave him an additional \$75.00, the landlord lost just \$670.00 in rental income for the month of February and he lost a full \$1,345.00 for the month of March. The landlord seeks to recover these losses as well as the \$50.00 filing fee paid to bring his application.

### Analysis

I accept the landlord's undisputed testimony and I find that the tenants were contractually obligated to pay rent until March 31, 2015. I find that the tenants unlawfully breached the fixed term agreement and are therefore liable for the landlord's losses. I find that the landlord acted reasonably to minimize his losses.

I award the landlord \$670.00 in lost income for the month of February, \$1,345.00 in lost income for the month of March and \$50.00 for the filing fee paid to bring his application. I grant the landlord a monetary order under section 67 for \$2,065.00. 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 \$2,065.00.

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: March 12, 2015

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Residential Tenancy Branch

