



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CRYSTAL RIVER COURT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR FF

Introduction:

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for orders as follows:

- a) A monetary order pursuant to Sections 7, 44, 45 and 67 for rental loss due to the breach of a fixed term lease; and
- d) An order to recover the filing fee pursuant to Section 72.

SERVICE:

The tenant did not attend. The landlord provided evidence that both tenants were served the Application for Dispute Resolution by registered mail. It was verified online that delivery was attempted on February 19, 2015 and after several notices of availability, the tenants failed to pick it up by March 7, 2015. I find that the tenant is deemed to be served with the Application/Notice of Hearing according to section 89 of the Act.

Issue(s) to be Decided:

The tenant had a fixed term lease expiring May 31, 2015. The tenant vacated before the end of the fixed term. Is the landlord now entitled to a Monetary Order for rental loss and filing fee?

Background and Evidence:

Only the landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenancy commenced in June 2014 on a fixed term lease expiring May 31, 2015, a security deposit of \$500 was paid and rent was \$1,000 a month. The landlord provided evidence that the tenant gave insufficient Notice to End their tenancy on November 1, 2014 and vacated on December 1, 2014. In a previous hearing, the landlord obtained a monetary order for rental loss for December 2014 and the security deposit was applied to offset the amount owing.

The landlord said they were unable to rent the home until February 1, 2015. They claim \$1000 in rental loss for January 2015, \$50 for two fees for NSF cheques and \$14.97 spent on advertising fees. The tenant submitted no documents to dispute the amount owing.

In evidence is the tenancy agreement, registered mail receipts, a copy of the NSF cheque, advertising receipts and the new tenancy agreement for February 1, 2015. On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

I find this was a fixed term tenancy and a tenant's Notice to End Tenancy is not effective according to section 45(2) until the end of the fixed term, in this case May 31, 2015. I find the landlord fulfilled their obligation to mitigate the rental loss by re-renting as soon as possible and they were able to obtain a new tenancy commencing February 1, 2015. I find the landlord is entitled to recover rental loss for February 2015, the NSF fee and advertising fees. The security deposit was previously applied to rental loss for December, 2014.

Conclusion:

I find the landlord is entitled to a monetary order as calculated below and to recover filing fees paid for this application.

Calculation of Monetary Award:

Rental loss January 2015	1000.00
Fees for two NSF cheques	50.00
Advertising costs	14.97
Filing fee	50.00
Total Monetary Order to Landlord	1114.97

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: April 15, 2015

Residential Tenancy Branch

