



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NPR Limited Partnership
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNDC, MNSD, FF

Introduction

This is an application brought by the Landlord(s) requesting a Monetary Order in the amount of \$890.00 to cover the cost of June 2015 rent 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 thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

Issue(s) to be Decided

The issue is whether or not the applicants have established a monetary claim against the respondents, and if so in what amount.

Background and Evidence

The parties agree on the following:

- This tenancy began on April 1, 2015 for a fixed term expiring March 31, 2016.
- A security deposit of \$490.00 was paid on March 10, 2015 and the monthly rent for this unit was \$980.00 due on the first of each month.

The landlords testified that the tenant breached the fixed term tenancy agreement, giving written notice on May 25, 2015 to end the tenancy, and vacating on May 31, 2015.

The landlord further testified that they advertised the rental unit for rent and were able to get a new tenant into the rental unit for June 15, 2015 and therefore they are reducing their claim to \$490.00, as they only lost one half of the June 2015 rent.

Landlords further testified they are also requesting their filing fee.

The tenant testified that although she did give written notice on May 25, 2015, she had given the landlord verbal notice on May 14, 2015 and therefore she believes the landlord had lots of time to re-rent the unit for June 1, 2015.

The tenant further stated that she does not believe that the landlords took all reasonable steps to ensure that the unit was rented for June 1, 2015. She therefore believes that this application should be dismissed.

Analysis

It is my finding that I accept the landlords claim for lost rental revenue for one half of June 2015 because the tenant breached the tenancy agreement with very short notice and I find it very unlikely that the landlords could have re-rented the unit any earlier than when they did.

The tenant has stated that she believes the landlords had plenty of time as she had given verbal notice on May 14, 2015, however the landlord is under no obligation to attempt to re-rent the unit until written notice is received, because verbal notice is not a valid notice and if the tenants changed their minds, they would not be bound by a verbal notice. Therefore had the landlord re-rented the unit and then found the tenants had changed their minds, the landlord would be put in a very difficult position.

I therefore allow the landlords full reduced claim for lost rental revenue in the amount of \$490.00, and recovery of the \$50.00 filing fee.

Conclusion

As stated above I have allow the landlords full reduced claim of \$540.00, and I therefore Order that the landlords may retain the full security deposit of \$490.00, and I have issued a Monetary Order in the amount of \$50.00.

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 16, 2015

Residential Tenancy Branch

