



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, SS, FF

Introduction

This hearing convened as a result of Landlord's Application for Dispute Resolution wherein the Landlord requested monetary compensation from the Tenant for unpaid rent and losses under the *Residential Tenancy Act*, the *Residential Tenancy Regulation*, or the tenancy agreement and to recover the filing fee.

The hearing was conducted by teleconference on August 24, 2017. Both parties called into the hearing and were given a full opportunity to be heard, to present their affirmed testimony, to present their evidence orally and in written and documentary form, and make submissions to me.

The parties agreed that all evidence that each party provided had been exchanged. No issues with respect to service or delivery of documents or evidence were raised.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, not all details of the respective submissions and or arguments are reproduced here; further, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to monetary compensation from the Tenant?
2. Should the Landlord recover the filing fee?

Background and Evidence

The Landlord testified as follows. She stated that the six month fixed term tenancy began September 1, 2016 and was to end February 28, 2017. A copy of the residential tenancy agreement was provided in evidence and confirmed that both parties initialled the box which provided that the Tenant would move out of the rental unit at the end of the tenancy.

Monthly rent was payable in the amount of \$1,100.00. By Decision dated February 15, 2017 Arbitrator Morrison granted the Tenant return of double the security deposit and pet damage deposit paid as well as recovery of the filing fee. The Landlord applied for Review Consideration of this Decision and by Decision dated March 10, 2017 the Landlord's application was dismissed.

In the within action the Landlord sought recovery of unpaid rent as the Tenant breached the fixed term tenancy agreement by ending the tenancy before February 28, 2017. The Landlord testified that the Tenant gave notice to end the tenancy on November 6, 2016 indicating she would move out by December 1, 2016. The Landlord confirmed that the Tenant moved out November 14, 2016.

Filed in evidence was a Monetary Orders Worksheet wherein the Landlord claimed the following:

online advertising December 18, 2016	\$6.99
online advertising December 28, 2016	\$4.99
online advertising January 7, 2016	\$5.24
online advertising November 5, 2016	\$10.50
December 2016 rent	\$1,100.00
January 1 – 15, 2017 rent	\$550.00
TOTAL	\$1,820.17

The Landlord provided in evidence copies of the receipts for advertising the rental unit. She also confirmed that she was able to re-rent the unit as of January 15, 2017.

The Tenant testified as follows. She claimed that she had a conversation with the Landlord on November 3, 2016 wherein the Tenant told the Landlord she wished to move out. She claimed she tried to talk to the Landlord about helping to find someone to take her place but the Landlord would not speak to her. The Tenant then stated that the Landlord removed the tires from the garage and asked for the microwave from the rental unit.

The Tenant stated testified that the Landlord entered her home on November 7, 2016, without notice, and screamed at her. The Tenant claimed she called the police and she felt so uncomfortable that she did not stay at the rental unit again after that day. The Tenant claimed that the Landlord created a hostile environment and "terrorized her" and she believed she had no choice but to stay with friends and her boss.

The Tenant admitted that she signed the fixed term tenancy agreement but questioned whether the Landlord also had an obligation to create an environment where she would want to stay.

In reply the Landlord stated that she did not yell and scream at the Tenant as alleged.

The Landlord stated that she has been a nurse for many years and has hosted international students for years but this was her first tenancy. She admitted that she was a first time Landlord and did not treat this relationship like a business relationship. She stated that she treated the tenant like family, even giving the Tenant a key to her own suite. She stated that she picked up medication for the Tenant, cared for her when she was sick, and even acted as a designated driver for the Tenant and her friend when they went wine tasting. She stated that there was no conflict between them and that the Tenant is only alleging that she created a hostile environment as this is her attempt to get out of the contract. She suggested that the Tenant has rented for years and “knows the system”.

Analysis

The Landlord applies for loss of rental income pursuant to a six month fixed term tenancy.

The tenancy agreement is clear that the fixed term was to end on February 28, 2017. As such, the Tenant is liable for rent payments until the end of the fixed term. There was no dispute that the Tenant vacated the rental unit prior to the end of the fixed term.

The Tenant alleges the Landlord created such a hostile environment that she was forced to end her tenancy. She claims the Landlord entered her rental suite without permission or notice and began screaming at her to the extent that she had to call the police. In support the Tenant provided a signed letter from her roommate, who writes that she was present at the time in question, and that the Landlord’s “anger was apparent” after the police left. She does not describe the Landlord as screaming.

While the Tenant may have felt uncomfortable with her interaction with the Landlord I do not accept that she ended the tenancy due to this incident. The evidence indicates she has requested to end her tenancy prior to this date and in giving her notice, she ended the tenancy prior to the expiration of the fixed term.

I accept the Landlord's evidence that she attempted to rent the unit as soon as possible and in doing so mitigated her losses as required by section 7 of the *Residential Tenancy Act*.

I therefore award the Landlord the amounts claimed for advertising the rental unit as well as loss of rental income. As the Landlord has been substantially successful, I award her recovery of the filing fee. The Landlord is entitled to the sum of **\$1,920.17** calculated as follows.

online advertising December 18, 2016	\$6.99
online advertising December 28, 2016	\$4.99
online advertising January 7, 2016	\$5.24
online advertising November 5, 2016	\$10.50
December 2016 rent	\$1,100.00
January 1 – 15, 2017 rent	\$550.00
filing fee	\$100.00
TOTAL	\$1,920.17

Conclusion

The Landlord's claim for compensation for advertising costs and loss of rent due to the Tenant breaching the fixed term tenancy is granted. The Landlord is also entitled to recovery of her filing fee.

The Landlord is awarded a Monetary Order in the amount of **\$1,820.17**. This Order must be served on the Tenant and may be filed and enforce in the B.C. Provincial Court (Small Claims Division).

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: August 24, 2017

Residential Tenancy Branch