



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNDC FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to recover the filing fee for this application pursuant to section 72.

The hearing was conducted by conference call. The tenants did not attend this hearing, although I waited until 1:40 p.m. in order to enable the tenants to connect with this teleconference hearing scheduled for 1:30 p.m. The landlord attended the hearing and was given a full opportunity to provide testimony, to present evidence and to make submissions.

The landlord testified that on April 28, 2017, copies of the Application for Dispute Resolution and Notice of Hearing were sent to both tenants by registered mail. The landlord provided registered mail tracking numbers in support of service.

Based on the above evidence, I am satisfied that the tenants were deemed served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the tenants.

Issues

Is the landlord entitled to a monetary order for loss of rent and reimbursement of the filing fee for this application?

Background and Evidence

A written tenancy agreement was entered into on February 27, 2017. A copy of the signed tenancy agreement was provided on file. The tenancy was to begin on March 15, 2017 for a fixed term ending on September 30, 2017. The monthly rent as per the signed agreement was to be \$1500.00 per month.

The landlord is claiming loss of rent of \$1500.00 for the period of March 15, 2017 to April 15, 2017. The landlord testified that on February 28, 2017 the tenants advised by text message that they will be cancelling the lease and not moving into the rental unit. The tenants did not provide 30 days' notice as required under the Act and broke the fixed term lease. The landlord testified they kept the rental unit advertisement running and were able to secure a new tenancy effective April 15, 2015.

Analysis

Section 7 of the Act provides for an award for compensation for damage or loss as a result of a landlord or tenant not complying with this Act, the regulations or their tenancy agreement.

As per section 45 of the Act, a tenant may not end a fixed term tenancy earlier than the date specified in the tenancy agreement as the end of the fixed term unless the landlord has breached a material term of the tenancy agreement.

I find the tenants ended a fixed term lease agreement earlier than the date specified in the tenancy agreement and the landlord suffered a loss equivalent to one month's rent. I accept the landlord's testimony that any further losses were mitigated by continually advertising the rental unit and securing a new tenancy effective April 15, 2017.

I accept the landlords claim for loss in the amount of \$1500.00.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application for a total monetary award of \$1600.00.

Conclusion

Pursuant to section 67 of the *Act*, I grant the landlord a Monetary Order in the amount of \$1600.00. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: September 25, 2017

Residential Tenancy Branch