



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND 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. All named parties attended the hearing and were given a full opportunity to provide affirmed testimony, to present evidence and to make submissions. There were no issues raised with respect to the service of the application and evidence.

### Issues

Is the landlord entitled to a monetary award for damage and loss?

Is the landlord entitled to recover the filing fee?

### Background & Evidence

The tenancy began on May 1, 2015 and was for a one year fixed term expiring April 30, 2016. On March 7, 2016 the parties signed an addendum extending the tenancy for another 12 month fixed term expiring on April 30, 2017. The monthly rent was \$2778.00 payable on the 1<sup>st</sup> of each month. The tenant paid a security deposit of \$1350.00 at the start of the tenancy which the landlord continues to retain. On February 28, 2017 the tenant notified the landlord in writing that he would vacate the rental unit at the end of March 2017 prior to the expiry of the fixed term. The tenant vacated the rental unit on March 31, 2017.

The landlord is claiming loss of rent for the month of April 2017. The landlord testified he was not able to find another tenant given the short notice even though he made attempts to do such. The landlord submitted a copy of a Craigslist advertisement as

well as a posting history showing the unit was advertised as early as March 6, 2017 and reposted numerous times up until April 11, 2017. The rental unit was re-rented for May 1, 2017. The landlord is also claiming an amount of \$317.32 for cleaning and other damage/losses which were previously agreed to the tenant in writing as per the end of tenancy condition inspection report.

The tenant argues the landlord did not do its due diligence to re-rent the unit as they only advertised on rental site. The tenant agrees to the \$317.32 deduction from the security deposit previously agreed to in writing.

### 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 tenant ended the fixed term lease prior to the end of the fixed term and as such the landlord suffered a loss. I also accept the landlord's evidence that reasonable attempts were made to mitigate any losses by attempting to re-rent the unit as soon as possible. I don't think it is reasonable to expect the landlord to post the advertisement on multiple rental sites as suggested by the tenant.

I accept the landlord's claim for loss of rent in the amount of \$2778.00 plus the \$317.32 previously agreed to deduction amount.

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 \$3195.32.

The landlord continues to hold a security deposit of \$1350.00. I allow the landlord to retain the security deposit in partial satisfaction of the monetary award pursuant to section 38 of the Act.

Therefore, I find that the landlord is entitled to a Monetary Order in the amount of \$1845.32 (\$3195.32-1350.00).

Conclusion

Pursuant to section 67 of the *Act*, I grant the landlord a Monetary Order in the amount of **\$1,845.32**. 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 11, 2017

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Residential Tenancy Branch