



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL, MNRL-S, FFL

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlords filed under the *Residential Tenancy Act* (the “*Act*”), for a monetary order for unpaid rent, damages or compensation for losses under the *Act*, an order to retain the security deposit and for the return of their filing fee. The matter was set for a conference call.

Both parties attended the conference call hearing and were affirmed to be truthful in their testimony. Both parties were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. The parties confirmed receipt of all evidence submissions.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Are the Landlords entitled to a monetary order for unpaid rent?
- Are the Landlords entitled to monetary compensation for damages under the *Act*?
- Are the Landlords entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

Both parties agreed they signed a one-year fixed term tenancy that began on October 1, 2017. Rent in the amount of \$900.00 was payable on the first of each month, and the Tenant paid a security deposit of \$450.00. The Landlords provided a copy of the tenancy agreement into documentary evidence.

The parties agreed that the Tenant sent a text message to the Landlords on April 27, 2018, advising them that she would be moving out April 30, 2018. Both parties confirmed that a move-out inspection was completed and the Tenant had written her forwarding address on the move-out inspection document. The Tenant provided a copy of the move-out inspection into documentary evidence.

The Tenant testified that she understood that she had ended her tenancy early but that she had not damaged the rental unit and expected her security deposit returned to her.

The Landlords testified that they found a new person to move into the rental suite for June 1, 2018; however, they are seeking the lost rental income for May 2018, and \$21.00 in advertising costs for listing the rental unit, an online rental site. The Landlords provided documentary evidence of the fees associated with their listing.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I find that the parties had entered into a one-year fixed term tenancy, beginning on October 1, 2017, in accordance with the *Act*.

Section 45(2)(b) of the *Act* states that a tenant cannot end a tenancy agreement earlier than the date specified in the tenancy agreement.

Tenant's notice

45(2) A tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that

- (a) is not earlier than one month after the date the landlord receives the notice,
- (b) is not earlier than the date specified in the tenancy agreement as the end of the tenancy, and
- (c) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

I find that the tenancy agreement could not have ended in accordance with the *Act* until, September 30, 2018. I find that the Tenant was in breach of the *Act* and her tenancy agreement when she issued her notice to the Landlords to end her tenancy as of April 30, 2018.

I find that the landlords took the necessary steps to re-rent the unit, and have satisfied me that they fulfilled their statutory duty to mitigate their losses due to the Tenant's breach of the tenancy agreement.

Therefore, I find that the Landlords have established an entitlement to a monetary award for loss of one month of rental income, and the cost of their advertising fees to re-rent the unit. The Landlords are also authorized to retain the Tenant security deposit as partial satisfaction of this award.

Pursuant to section 67 of the *Act*, I grant the Landlords a monetary order in the amount of \$471.00. The Order is comprised of \$900.00 as compensation for the loss of May 2018, rental income, \$21.00 in advertising costs, less the \$450.00 that the Landlords hold as a security deposit.

As the Landlords have been successful in this application, I find that the Landlords are entitled to recover the \$100.00 filing fee paid for this application.

	<u>Due</u>
May 2018 Rent	\$900.00
Advertising costs	\$21.00
	<hr/>
	\$921.00
Security Deposit Held	-\$450.00
	<hr/>
	\$471.00
Filing Fee	\$100.00
	<hr/>
	\$571.00

Conclusion

I find that the Tenant breached section 45 of the *Act* and her tenancy agreement by ending her tenancy earlier than the date specified in the tenancy agreement.

I find for the Landlords under sections 67 and 72 of the *Act*. I grant the Landlords a **Monetary Order** in the amount of **\$571.00** for loss of rental income, advertising costs, and the recovery of the filing fee for this application. The Landlords are provided with this Order in the above terms, and the Tenant must be served with this Order as soon as possible. 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: June 14, 2018

Residential Tenancy Branch