



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

The landlord seeks compensation for an alleged early end to a tenancy.

Both parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Was there a tenancy and was it ended early? If so, what damage or loss has been incurred?

Background and Evidence

The rental unit is a one bedroom basement suite in the landlord's house. The parties met in early or mid May 2018 and signed a tenancy agreement for a tenancy to commence June 1, 2018 for a one year fixed term at a monthly rent of \$1500.00. The tenant paid a \$750.00 security deposit and received the keys.

The tenant moved some minor items into the home before June 1, but in the meantime she was offered a much more suitable rental unit by a different landlord and she accepted it.

She informed the landlord on or about May 27 that she would not be renting this rental unit and she returned the keys on May 28.

The landlord re-rented the suite for a tenancy starting June 15 at the same monthly rent. He thus lost rent for the first half of June.

The tenant argues that the landlord refused to engage with her about settling this matter and that he was picky about finding a replacement tenant.

The tenant's witness states that she thinks the landlord accepted the tenant's ending of the tenancy, though she did not hear the landlord say that directly.

Analysis

Given that the parties signed a tenancy agreement, the tenant was only entitled to end by either a mutual agreement or by giving a month's notice in writing to end it.

The evidence does not show that the landlord agreed to end the tenancy before June 1. It indicates the contrary by the fact that the landlord would not return the deposit.

Thus, technically speaking, on June 1, the tenant became responsible to pay the June rent in full, in advance. She did not and so she was in breach of the contract she had signed with the landlord.

The landlord was not obliged to enter into settlement discussions with the tenant.

The evidence satisfies me that the landlord took reasonable steps to mitigate the loss by seeking out new tenants. The suggestion that he was picky in his choice of tenant is speculation only. No substantive evidence was presented upon which one could conclude that he refused to rent to a reasonable tenant.

In result, the tenant is responsible for the landlord's loss of June rent: the amount of \$750.00.

Conclusion

I award the landlord \$750.00 plus recovery of the \$100.00 filing fee. I authorize him to retain the \$750.00 security deposit he holds and I grant him a monetary order in the amount of \$100.00 for the remainder of the award.

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: October 12, 2018

Residential Tenancy Branch