



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDCL-S, MNRL-S, FFL

Introduction

This hearing was convened in response to the Landlords' Application for Dispute Resolution, in which the Landlords applied for a monetary Order for money owed or compensation for damage or loss, for a monetary Order for unpaid rent, to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that on October 16, 2018 the Application for Dispute Resolution, the Notice of Hearing, and a copy of the tenancy agreement were sent to the Tenant, via registered mail. The Tenant acknowledged receipt of these documents and the tenancy agreement was accepted as evidence for these proceedings.

In January of 2019 the Landlords submitted evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was served to the Tenant, via registered mail, on January 15, 2019. The Tenant stated that she has moved from the service address used by the Landlords and she did not receive these documents.

In January of 2019 the Tenant submitted evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was served to the Landlord, via regular mail, on, or about, January 07, 2019. The Landlord stated that she did not receive these documents.

The parties were advised that I could not accept evidence that the other party did not acknowledge receiving. The parties were given the opportunity to present all of their documentary evidence orally.

At the conclusion of the hearing both parties were given the opportunity to request an adjournment for the purposes of re-serving their evidence to the other party. Both parties indicated they did not wish an adjournment and that they were satisfied the matter could be determined on the basis of the oral testimony provided.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The parties were advised of their legal obligation to speak the truth during these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to compensation for compensation for lost revenue/unpaid utilities, and to keep all or part of the security deposit?

Background and Evidence

The Landlord and the Tenant agree that:

- the tenancy officially began on July 01, 2018, although the Tenant moved into the rental unit prior to that date;
- the parties signed a fixed term tenancy agreement, the fixed term of which ended on July 01, 2019;
- sometime during the latter part of September of 2018 the Tenant sent the Landlord a text message, in which the Tenant declared that she was vacating the unit by October 01, 2018;
- the rental unit was vacated prior to the end of September of 2018;
- the Tenant agreed to pay monthly rent of \$1,400.00 by the first day of each month;
- the Tenant agreed to pay monthly utility charges of \$200.00; and
- the Tenant paid a security deposit of \$700.00.

The Landlord is seeking compensation, in the amount of \$2,800.00, in lost revenue. The Landlord stated that on September 25, 2018 she advertised the rental unit on two websites and that she was able to find a new tenant for December 01, 2018.

The Landlord is seeking compensation, in the amount of \$400.00, in utilities for November and December of 2018. At the hearing the Landlord and the Tenant mutually agreed to settle this aspect of the Landlord's claim. The terms of the settlement agreement is that the Tenant will pay the Landlord \$200.00 for utilities.

Analysis

On the basis of the undisputed evidence I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$1,400.00 by the first day of each month. I find that this was a fixed term tenancy, the fixed term of which ended on July 01, 2019.

I find that the Tenant did not comply with section 45(2) of the *Act* when she ended this fixed term tenancy on a date that was earlier than the end date specified in the tenancy agreement. I therefore find that the Tenant must compensate the Landlord for any losses the Landlord experienced as a result of the Tenant's non-compliance with the *Act*, pursuant to section 67 of the *Act*.

I find that the Landlord lost revenue for October and November of 2018 and that the Tenant must, therefore, pay \$2,800.00 in compensation to the Landlord for the lost revenue.

On the basis of the settlement agreement reached at the hearing, I find that the Tenant must pay the Landlord \$200.00 for utilities.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$3,100.00, which includes \$2,800.00 for lost revenue, \$200.00 for utilities, and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain the Tenant's security deposit of \$700.00 in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance \$2,400.00. In the event the Tenant does not voluntarily comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims 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 *Act*.

Dated: February 06, 2019

Residential Tenancy Branch