



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BROADSTRET PROPERTIES  
LTD and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, MNSD, FFL

### Introduction

On June 24, 2020, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking a monetary order for unpaid rent; unpaid parking fees; to keep a security deposit, and to recover the filing fee.

The matter was set for a conference call hearing. The Landlord’s agent (“the Landlord”) attended the teleconference hearing; however, the Tenant did not. The Landlord testified that the Tenant was served with the Notice of Dispute Resolution Proceeding using email sent to the Tenant’s email address on May 29, 2020. The Landlord testified that the Landlord used the email address provided by the Tenant during the tenancy. The Landlord testified that they received a receipt indicating that the email was delivered. The Landlord testified that the Dispute Resolution Proceeding was also sent to the Tenant using registered mail sent on June 25, 2020. The Landlord provided a copy of the registered mail receipt and tracking number as proof of service.

I find that the Tenant has been sufficiently served with notice of the hearing in accordance with sections 89 and 90 of the Act. The Landlord’s application proceeded.

The Landlord was provided an opportunity to ask questions about the hearing process and was provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

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.

### Issues to be Decided

- Is the Landlord entitled to a monetary order to recover a loss of rent and parking?
- Can the Landlord keep the security deposit towards the claims?
- Is the Landlords entitled to recover the cost of the filing fee?

### Background and Evidence

The Landlord testified that the tenancy began on May 1, 2019 as a one-year fixed term tenancy to continue until April 30, 2020. Rent in the amount of \$1,498.00 was to be paid to the Landlord by the first day of each month. The Tenants paid the Landlord a security deposit of \$699.00. The Tenant was also required to pay \$60.00 each month for parking. The Landlord provided a copy of the tenancy agreement.

The Landlord testified that the Tenant ended the tenancy early by vacating the unit on January 1, 2020 prior to the end of the fixed term agreement.

The Landlord re-rented the unit to a new Tenant on January 18, 2020 and is seeking to recover a loss of rent for 17 days of January 2020. The Landlord is seeking \$821.48 for rent and \$32.90 for parking.

The Landlord testified that the Tenant kept a set of keys to the rental unit until January 12, 2020.

### Security Deposit

The Landlord is seeking to keep the security deposit of \$699.00 in partial satisfaction of the claim for unpaid rent and unpaid parking fees.

### Analysis

Residential Tenancy Policy Guideline # 3 Claims for Rent and Damages for Loss of Rent provides the following information:

*The damages awarded are an amount sufficient to put the landlord in the same position as if the tenant had not breached the agreement. As a general rule this includes compensating the landlord for any loss of rent up to the earliest time that the tenant could legally have ended the tenancy.*

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I make the following findings:

I find that the Tenant ended the fixed term tenancy early and is therefore responsible to pay the rent owing under the tenancy agreement until the Landlord found a new Tenant.

I accept the Landlords testimony that a new Tenant was found beginning January 18, 2020.

I find that the Tenant owes the Landlord pro-rated rent in the amount of \$821.44 for 17 days of January 2020.

I also find that the Tenant is responsible to pay a prorated amount for parking. The Tenant held keys to the rental unit until mid January 2020. I find that the Tenant owes a pro-rated parking fee in the amount of \$32.81.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$954.25 comprised of \$821.44 for January 2020 rent; \$32.81 for parking; and the \$100.00 fee paid by the Landlord for this hearing. After setting off the security deposit of \$699.00 towards the award of \$954.25, I find that the Landlord is entitled to a monetary order in the amount of \$255.25. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

### Conclusion

The Tenant ended the tenancy early and is responsible to pay for a loss of rent and parking fees suffered by the Landlord. The Landlord has established a monetary claim in the amount of \$954.25. I order that the Landlord can keep the security deposit in the amount of \$699.00 in partial satisfaction of the Landlord's claim.

I grant the Landlord a monetary order in the amount of \$255.25.

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 15, 2020