



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNDC, MNSD, FF

### Introduction

On June 29, 2020, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking a monetary order for unpaid rent and utilities; to keep the security deposit, and to recover the filing fee.

This matter was set for hearing by telephone conference call at 1:30 pm on this date. The line remained open while the phone system was monitored for ten minutes and the Tenant did not call into the hearing during this time.

The Landlord testified that he served the Tenant with the Notice of Dispute Resolution Proceeding using registered mail sent on July 2, 2020. The Landlord provided a copy of the registered mail receipt and tracking information as proof of service. I find that the Tenant was served with notice of the hearing in accordance with sections 89 and 90 of the Act.

The Landlord was provided with 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?
- Is the Landlord entitled to a monetary order to recover unpaid utility costs?
- Can the Landlord keep the security deposit towards his claims?

- Is the Landlord entitled to recover the cost of the filing fee?

### Background and Evidence

The Landlord testified that the tenancy began on October 1, 2019, as a one-year fixed term tenancy to continue until September 30, 2020. Rent in the amount of \$1,000.00 was to be paid to the Landlord by the first day of each month. The Tenant paid the Landlord a security deposit of \$500.00. The Tenant was required to pay 30% of hydro costs. The Landlord provided a copy of the tenancy agreement.

The Landlord testified that the Tenant broke the fixed term tenancy agreement by moving out of the rental unit on November 30, 2019, which was prior to the end of the fixed term agreement. The Landlord testified that on November 20, 2019, he received written notice that the Tenant was moving out at the end of the month.

The Landlord testified that he was not able to re-rent the unit for December 2019. The Landlord suffered a loss of rent in the amount of \$1,000.00. The Landlord testified that he was able to find a new Tenant starting January 2020.

The Landlord testified that the Tenant failed to pay his share of hydro charges for November 2019. The Landlord provided a copy of a hydro bill dated January 2020. The Landlord testified that he provided the bill to the Tenant who has failed to pay what he owes.

### Security Deposit

The Landlord is seeking to keep the security deposit of \$500.00 in partial satisfaction of his claim for unpaid rent and utilities.

### 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 tenancy was for a one-year fixed term and the Tenant breached the agreement by moving out early. I find that the Tenant gave the Landlord very short notice that he was vacating, and the Landlord was unable to find a new tenant for December 2019. I find that the Tenant is responsible to pay the rent owing under the tenancy agreement for the month of December 2019.

I award the Landlord the amount of \$1,000.00.

#### Hydro

I find that the tenancy agreement requires the Tenant to pay 30% of hydro costs. I accept the Landlord's testimony that the Tenant failed to pay the hydro charges.

I award the Landlord the amount of \$25.14.

#### Security Deposit

I authorize the Landlord to keep the security deposit of \$500.00 in partial satisfaction of his claims.

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 \$1,125.14 comprised of \$1,000.00 in unpaid rent; \$25.14 for hydro costs; and the \$100.00 fee paid by the Landlord for this hearing. After setting off the security deposit of \$500.00 towards the award of \$1,125.00 I find that the Landlord is entitled to a monetary order in the amount of \$625.14. 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 breached the fixed term tenancy agreement by moving out early. The Tenant is responsible to pay the rent owing under the tenancy agreement for December 2019. The Tenant also failed to pay a hydro utility owing under the tenancy agreement.

I order that the Landlord can keep the security deposit in the amount of \$500.00 in partial satisfaction of the Landlord's monetary award of \$1,125.14.

I grant the Landlord a monetary order in the amount of \$625.14.

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 28, 2020

---

Residential Tenancy Branch