



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TRG REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCL-S, FFL

Introduction

The Landlord filed an Application for Dispute Resolution on June 16, 2021 seeking compensation for monetary loss and recovery of the Application filing fee. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on December 3, 2021. In the conference call hearing I explained the process and provided the attending party the opportunity to ask questions.

Both the Landlord and the Tenant attended the hearing, and each had the opportunity to present oral testimony and make submissions during the hearing. The Tenant confirmed they received the prepared evidence from the Landlord delivered via email. The Tenant also confirmed they did not prepare documents to use as evidence in this hearing.

Issues to be Decided

Is the Landlord entitled to compensation for the rent amount owing, pursuant to s. 67 of the *Act*?

Is the Landlord entitled to recover the filing fee for this Application, pursuant to s. 72 of the *Act*?

Background and Evidence

The Landlord provided a copy of the tenancy agreement and both parties spoke to its relevant terms in the hearing. The parties signed the agreement on April 12, 2021 and the tenancy started on a fixed-term basis on April 16, 2021, set to end on October 15, 2021. The monthly rental amount was \$2,500, payable on the first of each month. The Tenant paid a security deposit of \$1,250, and a pet damage deposit of \$1,250.

On May 4 the Tenant notified the Landlord that they were needing to transfer to a different city, wanting to leave “no later than the 16th of June and can be flexible either way based on what needs to be done.” The Landlord responded the following day to inquire on a move-out inspection meeting date and asking for the Tenant’s assistance when showing the property to prospective new tenants.

The Condition Inspection Report in the evidence shows the parties met on June 12, 2021 and shows that date for the move-out date. The parties signed the report, and the Tenant provided their forwarding address on that document. In the hearing the Tenant stated they moved out on June 16th, and the Landlord verified this detail.

The Landlord presented that their Application originally contained their claim for 2 months’ rent equivalent. They did find a new Tenant for July, so in the hearing they amended their claim for only the amount of June rent, to \$2,500.

The Tenant responded to the Landlord’s claim in the hearing to say that 7 weeks’ advance notice about ending the tenancy was more than enough time. Further, it was not until the very end of the tenancy that the Landlord made their claim even though they seemed to be supportive throughout.

Analysis

From the testimony and evidence of the Landlord I am satisfied that a tenancy agreement was in place. They provided the specific terms of the rental amount and the amount of the deposits paid.

The *Act* s. 45(2) sets out how a Tenant may end a tenancy:

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.

In this case, the evidence of the Landlord is that the Tenant breached the tenancy agreement by leaving on June 16, 2021. This is earlier than the end-date specified for the fixed term agreement.

Under the *Act* and the tenancy agreement, the Tenant was obligated to give notice to end the tenancy for an effective date in line with s. 45(2).

I accept the evidence before me that the Tenant here did not do so; this resulted in a loss to the Landlord. This is a breach only insofar as the Tenant's move out was earlier than the date specified as the end-date in the tenancy agreement. The Landlord's loss results from this breach; therefore, I find the Landlord is entitled to the full amount of rent for the following month. This is \$2,500, the equivalent of both deposits.

The Landlord is holding the full amounts of both the security deposit and the pet damage deposit, \$1,250 each. As per s. 38(4)(b), I order the Landlord may retain these amounts in satisfaction of their claim.

As the Landlord was successful in this Application, I find that the Landlord is entitled to recover the filing fee they paid for this Application. I grant a Monetary Order to the Landlord for that amount.

Conclusion

I grant the Landlord a Monetary Order in the amount of \$100. I provide the Landlord with this Order, and they must serve **this Order** to the Tenant as soon as possible. Should the Tenant fail to comply with this Order, the Landlord may file this Order with the Small Claims Division of the Provincial Court where it will be 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 s. 9.1(1) of the *Act*.

Dated: December 8, 2021

Residential Tenancy Branch