



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNRL-S, FFL

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order 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 July 31, 2022, the Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch in July of 2022 was sent to the Tenant, via email. The Landlord submitted documentary evidence that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with the substituted service order granted to the Landlord on July 28, 2022.

As the aforementioned documents were properly served to the Tenant, the evidence was accepted as evidence for these proceedings and the hearing proceeded in the absence of the Tenant.

The Landlord was given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The Landlord affirmed that he would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The Landlord was advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. He affirmed that he would not record any portion of these proceedings.

Issue(s) to be Decided

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

Background and Evidence

The Landlord stated that:

- the tenancy was a fixed term tenancy, the fixed term of which began on November 08, 2021 and ended on August 01, 2022;
- the Tenant agreed to pay monthly rent of \$4,700.00.00 by the 8th day of each month;
- the Tenant paid a security deposit of \$2,350.00;
- the rental unit was vacated on July 23, 2022;
- the Tenant did not pay any rent for the any period after July 08, 2022.

The Landlord stated that a new Tenant moved into the rental unit on July 24, 2022. The Landlord is seeking pro-rated monthly rent for the lost revenue experienced between July 08, 2022 and July 23, 2022, in the amount of \$2,425.76.

Analysis

On the basis of the undisputed evidence, I find that the Landlord and the Tenant entered into a fixed term tenancy, the term of which began on November 08, 2021 and ended on August 01, 2022.

On the basis of the undisputed evidence, I find that the Tenant ended this tenancy prematurely when the Tenant vacated the unit on July 23, 2022.

Section 45(2) of the *Residential Tenancy Act (Act)* allows a tenant to 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.

I find that the Tenant failed to comply with section 45(2) of the *Act* when the Tenant ended this fixed term tenancy on a date that was earlier than the end date specified in the tenancy agreement, which was August 01, 2022. I therefore find that the Tenant must compensate the Landlord, pursuant to section 67 of the *Act*, for any losses the Landlord experienced as a result of the Tenant vacating the unit prior to the end of the fixed term of the tenancy and/or for any rent due prior to the unit being vacated.

On the basis of the undisputed evidence, I find that the Landlord was able to re-rent the unit for July 24, 2022, however the Tenant did not pay the rent that was due for the period between July 08, 2022 and July 23, 2022. Pursuant to section 67 of the *Act*, I find that the Tenant must pay the rent that was due for these 16 days. Prorated rent for these 16 days is \$2,425.76.

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.

Conclusion

The Landlord has established a monetary claim, in the amount of \$2,525.76, which includes \$2,425.76 in lost revenue 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 \$2,350.00 in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance \$175.76. 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: April 06, 2023

Residential Tenancy Branch