

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the Landlord for an order for monetary damages arising from the Tenant breaking a fixed term lease early.

The Landlord sent the Tenant the Application for Dispute Resolution and Notice of Hearing by registered mail, on June 9, 2009. Under the Act the Tenant is deemed served five days after mailing. The Tenant submitted a letter in evidence but did not attend the hearing. I find the Tenant has been duly served under the Act.

The Landlord and the Agent provided affirmed testimony and documentary evidence in support of the claim.

Issues(s) to be Decided

Did the Tenant breach the term lease, entitling the Landlords to monetary compensation?

Background and Evidence

On or about December 27, 2008, the Tenant signed a tenancy agreement with the Landlord. The term of the tenancy was to be a period of six months, starting January 1, 2009, with the agreement becoming a month to month tenancy following the initial term.

There was some discussion which took place between the parties regarding ending the tenancy early, however, there was insufficient evidence to show the Landlord agreed to an early termination of the tenancy agreement.

The Tenant vacated the rental unit at the end of May 2009, one month prior to the end of the six month period.

Analysis

Generally the Act does not allow a Landlord or a Tenant to end a term tenancy agreement early, unless specific portions of the Act are met. Those specific exceptions are not applicable here.

Therefore, based on the foregoing, the evidence and affirmed testimony, and on a balance of probabilities, I find the Landlord is entitled to one month of lost rent due to the Tenant's breach of the Act in ending the tenancy early.

Furthermore, I find that the Tenant shall pay the application fee for the filing of this claim.

Therefore, I find that the Landlord has established a total monetary claim of **\$800.00**, comprised of \$750.00 for one month rent, and the \$50.00 fee paid by the Landlord for this application.

I allow the Landlord to keep the security deposit (\$375.00), satellite remote deposit (\$100.00) and interest totaling **\$475.10**, in partial satisfaction of the claim, and I grant a monetary order for the balance due of **\$324.90**. This order may be filed in the Provincial Court (Small Claims) 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 *Residential Tenancy Act*.

Dated: September 16, 2009.

Dispute Resolution Officer