



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RE/MAX COUNTRY  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

MNDC, MNR, MNSD, FF

### 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 money owed or compensation for damage or loss; 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 Agent for the Landlord stated that the Application for Dispute Resolution, the Notice of Hearing, and a copy of the tenancy agreement were sent to the Tenants, via registered mail, at the post box noted on the Application, on February 09, 2013. The Agent for the Landlord stated that the Canada Post website shows this mail was delivered on February 12, 2013. In the absence of evidence to the contrary, I find that these documents were served in accordance with section 89 of the *Act*, however neither Tenant appeared at the hearing.

The Agent for the Landlord stated that the tenancy agreement was submitted to the Residential Tenancy Branch on February 07, 2013, although I did not have one before me at the time of the hearing. The Landlord was given the opportunity to re-submit the tenancy agreement and this decision was rendered after that document was received.

### Issue(s) to be Decided

Is the Landlord is entitled to compensation for loss of revenue and to retain all or part of the security deposit paid by the Tenant?

### Background and Evidence

The tenancy agreement that shows the parties entered into a fixed term tenancy agreement that began on August 21, 2012 and was to continue until August 31, 2013. The agreement declares that the Tenant is required to pay rent of \$750.000 by the first day of each month. The Agent for the Landlord stated that a security deposit of \$375.00 was paid.

The Agent for the Landlord stated that the Tenant vacated the rental unit on January 31, 2013 after giving verbal notice of their intent to vacate. The Landlord is seeking six months of lost revenue due to the premature end of the tenancy.

The Agent for the Landlord stated that the unit was advertised in their monthly real estate brochure in February, March, and April of 2013. The Owner stated that the rental unit has also been advertised on a weekly basis in the local newspaper since the beginning of April, but has not yet been rented.

### Analysis

On the basis of the undisputed evidence, I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$750.00 by the first day of each month. I find that this fixed term tenancy began on August 21, 2013 and was to end not earlier than August 31, 2013.

I find that the Tenant did not 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. I therefore find that the Tenant must compensate the Landlord for losses the Landlord experienced as a result of the Tenant's non-compliance with the *Act*, pursuant to section 67 of the *Act*.

In these circumstances, I find that the Tenant must pay \$2,250.00 to the Landlord for the loss of revenue that the Landlord experienced in February, March, and April of 2013. I find that the Tenant must also pay \$375.00 to the Landlord for loss of revenue experienced between May 01, 2013 and May 14, 2013.

I dismiss the Landlord's claim for compensation for lost revenue for any period after May 14, 2013, as I have insufficient evidence to conclude that the rental unit will not be rented on May 15, 2013, as tenancies regularly begin in the middle of the month.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

### Conclusion

The Landlord has established a monetary claim, in the amount of \$2,675.00, which is comprised of \$2625.00 for lost revenue and \$50.00 for the filing fee paid by the Landlord for this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain the Tenant's security deposit, in the amount of \$375.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$2,300.00. In the event that the Tenant does not 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 *Residential Tenancy Act*.

Dated: May 03, 2013

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Residential Tenancy Branch

