



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION

Dispute Codes: MNDC, MNSD and FF

Introduction

This application was brought by the landlord seeking a Monetary Order for loss of rent, utilities, cleaning, advertising costs and recovery of the filing fee for this proceeding. While the landlord also applied for authorization to retain the security deposit in set off, that matter became moot as the tenants had given their written agreement that the landlord could retain it in set off against unpaid rent.

Issue(s) to be Decided

This matter requires a decision on whether the landlord has proven and is entitled to the monetary claims made in her application.

Evidence

This tenancy ran from November 1, 2008 to December 21, 2008 under a 12-month fixed term rental agreement. Rent was \$1,195 per month and the landlord held a security deposit \$597.50 relinquished by the written agreement signed on December 1, 2008.

The tenancy ended following a Notice to End Tenancy for Cause issued after the tenants had acknowledged a written warning and agreed that such notice would be served if there were any further police calls to the rental unit as did occur.

During the hearing, the landlord gave evidence that she had begun advertising the rental unit promptly, had some difficulty arranging with the tenants to show the unit and was not able to have a new tenant move in until February. Therefore, the landlord seeks loss of rent for January 2009.

The landlord also submitted a hydro bill for the period November 7, 2008 to January 8, 2009 for \$84.40, a utility the tenants agreed to pay for on the rental agreement.

While the parties contested whether anyone had smoked in one of the rooms, the landlord stated it had been necessary for her to wash the walls in one of the rooms to quell the odour and seeks \$18 in compensation.

The landlord submitted invoices for advertising the rental unit in two newspapers totaling \$215.02.

The landlord also stated that the tenants had unauthorized pets.

Analysis

I find that having signed a fixed term rental agreement, and having by their own conduct caused this tenancy to end, that the tenants are responsible for the landlord's loss of rent for January 2009 and the landlord's advertising costs. I further find that they are responsible for the hydro bill presented by virtue of the rental agreement and the modest cleaning bill submitted by the landlord.

As the landlord's application has succeeded, I find that she is entitled to recover the filing fee for this proceeding and to retain the security deposit in set off.

The resulting Monetary Order is calculated as follows:

Loss of rent for January 2009	\$1,195.00
Hydro bill to billing date of January 8, 2009	84.40
Cleaning walls in one room	18.00
Advertising costs	215.02
Filing fee	50.00
Sub total	\$1,562.42
Less retained security deposit	- 597.50
Less interest (Nov. 1, 2008 to Dec. 31, 2008)	- 1.49
TOTAL	\$ 963.43

Thus, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, in the amount of \$963.43, for service on the tenants.

February 18, 2009.

Dispute Resolution Officer