



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNR, MNSD, MNDC

Introduction

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties .

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for a monetary order for \$3331.07 and a request to retain the full security deposit plus interest towards this claim.

Background and Evidence

The landlord testified that:

- The tenants rented the dispute property at \$2175.00 per month and signed a one year lease that expired on November 30, 2008.
- The tenant subsequently broke that lease, gave notice, and moved out on February 28, 2008.
- He was able to re-rent the unit for mid-March 2008 at a reduced rent of \$2025.00 per month.
- He lost \$1162.50 in rent for the month of March 2008 and lost \$150.00 per month for the remaining eight months of the lease for a total loss of \$2362.50.
- The tenant also failed to pay a Hydro bill of \$25.75.
- He is also claiming the \$300.00, liquidated damages as per the tenancy agreement.

- He is also claiming \$126.00 for carpet cleaning.
- He hired a collection agency to locate the tenant and agreed to pay 30% of the debt to the collection agency and therefore he is requesting an additional 30% be added to this claim.

The applicant is therefore asking for a total claim of \$3331.07 and is requesting an order to retain the full security deposit plus interest towards this claim and is requesting that a monetary order be issued for the difference.

The respondent testified that:

- He does not dispute any of that landlord's claim, except the claim for lost revenue for having rented the unit at a reduced rent.
- The landlord has not shown him any evidence that there was a need to reduce the rent to re-rent the unit.

The respondent is therefore asking that I dismiss the \$1275.00 claim for lost revenue that resulted from reducing the rent.

Analysis

When the landlord finished testifying and before the respondent testified I inform the landlord that I would not be allowing his claim of 30% of the debt for the collection agency and therefore when the tenant testified that he did not dispute any of the claim except the claim for lost revenue resulting from the reduced rent he was not agreeing to the 30% for the collection agency.

I dismissed the 30% claim for the collection agency as it was landlord's choice to use a collection agency and therefore that debt must be covered by him.

It is my decision however that I will allow the full remainder of the claim. The tenant claims that the landlord showed no evidence that the rent for the rental unit needed to be reduced; however

the fact that the landlord was unable to re-rent the unit when it was listed at the higher amount suggests to me that a rent reduction was justified.

The landlord's decision to lower the rent to make the unit easier to rent may have, in fact, saved the tenants some money because, had the unit sat vacant for another month the tenants would've been liable for that loss of income.

Conclusion

I have allowed \$2814.25 of this claim. I therefore order that the landlord may retain the full security deposit plus interest:

\$ 1092.23

I further Order that the Respondent(s) pay to the applicants the following amount:

\$ 1722.02

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 07, 2009.

Dispute Resolution Officer