



Dispute Resolution Services

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

Decision

Dispute Codes: MND MNR MNSD MNDC FF O

Introduction

This hearing dealt with an application by the landlord for an a monetary order and an order to retain the security deposit in partial satisfaction of the claim. An agent for the landlord and both tenants participated in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on August 1, 2008 as a fixed term tenancy to end on July 31, 2009, with monthly rent in the amount of \$1000. On July 13, 2008, the landlord collected a security deposit from the tenants in the amount of \$500.

On April 30, 2009 the tenants provided the landlord with written notice that they intended to vacate the rental unit at the end of May 2009. On May 5, 2009 the landlord began advertising to attempt to re-rent the unit for June 1, 2009. On May 31, the landlord and tenants conducted a move-out inspection. The landlord observed damage to a light fixture and a need for weeding and cutting the grass, and made note of these items on the inspection report. The tenants signed the inspection report acknowledging these items, and vacated the rental unit.

The landlord continued to advertise in the newspaper and online, but was unable to re-rent the unit until August 1, 2009. The landlord has claimed the following monetary amounts against the tenants: \$2000 for lost revenue for June and July 2009; \$55.60 for advertising; \$30 for three hours of weeding and cutting grass, and \$20 to repair the light

fixture.

The response of the tenants was as follows. They had to move out because one of the tenants needed to move for work. The tenants believed that the landlord had rejected other prospective tenants who were unemployed or had a low income. The landlord verbally stated at the time of the move-out that the yard was okay.

The landlord responded that at the time of move-out the tenants said they did not have time to cut the grass, and the landlord told them the tenants would be charged for that cost. The landlord did not reject any prospective tenants for lack of employment.

Analysis

In considering all of the evidence, I find that the landlord is entitled to all of the amounts claimed. The tenants entered into a fixed term lease, and then vacated before the end of the lease. I accept the landlord's evidence that they took all reasonable steps to attempt to re-rent the unit as soon as possible. The tenants are therefore responsible for the loss of revenue for June and July 2009, as well as the landlord's advertising costs. The tenants acknowledged in writing the need for weeding and grass cutting, and they did not dispute the damaged light fixture. The landlord is also entitled to recovery of the \$50 filing fee, for a total claim of \$2155.60.

Conclusion

I order that the landlord retain the deposit and interest of \$503.52 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1652.08. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated September 23, 2009.