



Dispute Resolution Services

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

Decision

Dispute Codes: MNR MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. An agent for the landlord and two of the 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 March 1, 2009 as a one year fixed term tenancy. Rent in the amount of \$995 was payable in advance on the first day of each month. On February 13, 2009, the landlord collected a security deposit from the tenants in the amount of \$497.50. On April 30, 2009 the tenants without prior notice vacated the rental unit.

The landlord attempted to re-rent the unit through ads on Craigslist, in the newspaper and on a sign in front of the building, but they were unable to re-rent until June 1, 2009. The landlord has claimed \$995 in lost revenue for May 2009, \$20 for a late payment fee and \$300 for liquidated damages, as per the tenancy agreement.

The response of the tenants was that on April 2, 2009 they brought to the landlord's attention a problem with ants in the rental unit. The tenants left the rental unit on April 3, 2009. The landlord sprayed the rental unit on April 6, 2009. The tenants did not see a notice informing them that they should not enter the unit for 24 to 72 hours. The tenants returned to the rental unit and one of the tenants immediately began to feel sick. The

tenants determined that they could no longer live in the rental unit, and they vacated entirely as of April 28, 2009.

Analysis

I do not find that the landlord acted improperly in addressing the ant problem, and their actions do not support the tenants' implied argument that the landlord breached the lease before the tenants did so. I am satisfied that the landlord attempted to mitigate their loss by attempting to re-rent the unit as soon as possible. I therefore find that the landlord is entitled to the lost revenue for May 2009 and the liquidated damages amount as per the tenancy agreement. The landlord is not entitled to a late payment fee for May 2009, as the tenancy ended on April 30, 2009 and the lost revenue for May 2009 cannot therefore be considered rent that was paid late. The landlord is also entitled to recovery of the \$50 filing fee, for a total of \$1345.

Conclusion

I order that the landlord retain the deposit of \$497.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$847.50. This order may be filed in the Small Claims Court and enforced as an order of that Court.