



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The respondent was served with notice of the hearing by registered mail that was mailed July 23, 2009, but did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

### Issues(s) to be Decided

This is a request for a monetary order for \$3540.50 and a request of the respondent bear the \$50.00 cost of the filing fee it was paid for today's hearing.

### Background and Evidence

The applicants testified that:

- The tenant broke a fixed term lease in which there was a liquidated damages clause of \$500.00.
- The landlords also lost \$1350.00 in rental revenue for the month of July 2009 even though they attempted to re-rent the unit however this was difficult due to the fact that the tenant did not vacate until July 3, 2009.

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- The tenant also left the rental unit in need of a substantial cleaning and left significant damage to the rental unit, as a result the landlords had to pay \$1690.50 for patching and finishing and repainting the damaged walls, cleaning the rental unit, and replacing a carpet that was badly stained and would not come clean.

The applicants are therefore requesting an order as follows:

Lost rental revenue for July 2009	\$1350.00
Liquidated damages	\$500.00
Filing fee	\$50.00
Total	\$3590.50

The applicants are therefore requesting that they be allowed to keep the full security deposit of \$750.00 and that a monetary order be issued for the difference.

## Analysis

It is my decision that I find in favour of the landlords. The landlords have provided a significant amount of evidence in support of their claim for cleaning and repairs and therefore I allow the full amount claimed for cleaning and repairs.

The tenant also signed a tenancy agreement with a liquidated damages clause in which he agreed to pay \$500.00 for the costs of re-renting the unit if he vacated before the end of the term of the lease. I therefore also allow the claim for the liquidated damages.

The tenant also broke the lease which resulted in a loss of rental revenue for the month of July 2009. This was a fixed term lease that went to the end of July 2009 and



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therefore if the tenants break the lease and the landlords lose rental revenue as a result the tenant is liable for that loss.

I further ordered that the respondent bear the \$ 50.00 cost of the filing fee paid for this hearing.

## Conclusion

I have allowed the full claim of \$3590.50. I therefore order that the landlord(s) may retain the full security deposit plus interest:

\$750.00

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

\$2840.50

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: November 10, 2009.

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Dispute Resolution Officer