

DECISION

Dispute Codes MNR, MND, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlords for orders for monetary damages arising from the Tenants breaking a fixed term lease early, for repairs to the unit, for unpaid rent, to keep all or part of the security deposit and to recover the filing fee for the Application.

The Landlords served the Tenants with the Notice of Hearing and their Application by registered mail, sent on August 12, 2009, and deemed served under the Act five days later. Despite this, the Tenants did not appear at the hearing. I find that the Tenants have been served in accordance with the Act.

Issues(s) to be Decided

Did the Tenants breach the term lease and the Act, entitling the Landlords to monetary compensation?

Background and Evidence

On or about March 15, 2009, the parties signed a standard form tenancy agreement which had a one year term. The tenancy was to run from June 1, 2009, until June 1, 2010.

On or about June 29, 2009, the Tenants gave the Landlord written notice they would be vacating the rental unit on July 31, 2009.

The Tenants did not attend the final condition inspection and the uncontradicted evidence of the Landlords is that the Tenants left nail holes in the walls which were not filled properly, they did not clean windows sills or blinds, they failed to clean the oven and kitchen cabinets, stained the living room floor, did not have the carpets cleaned, failed to clean the bathrooms and clogged a drain with hair, and failed to clean the storage room which was covered in dog hair, dog food and smelled of dog urine.

The Tenants had two pet dogs and did not have the prior written consent of the owner for two dogs. They also left the rental unit open and did not return the mailbox key.

The Landlords mitigated their losses, as required by the Act, and had new renters move into the rental unit in August of 2009.

Analysis

Based on the foregoing, the uncontradicted evidence and affirmed testimony, and on a balance of probabilities, I find as follows:

The Tenants breached the Act and the tenancy agreement when they broke the term lease. Neither party could end a fixed term tenancy unless the limited provisions in the Act allowing them to do so were used. Those provisions did not apply here.

I find the Landlords are entitled to recover one month of rent due to the Tenants' breach.

Furthermore, I find that the Tenants shall pay for the cleaning, repairs and losses of the Landlords and the application fee for the filing of this claim.

I find that the Landlords have established a total monetary claim of **\$2,971.50** comprised of \$1,600.00 for one month of rent, \$1,321.50 for cleaning, repairs and mailbox keys etc., and the \$50.00 fee paid by the Landlords for this application.

I order that the Landlords retain the deposit and interest of **\$800.00** in partial satisfaction of the claim and I grant the Landlords an order under section 67 for the balance due of **\$2,171.50**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

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: December 17, 2009.

Dispute Resolution Officer