

## **DECISION**

Dispute Codes      MND, MNDC, MNR, MNSD, FF

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, seeking monetary orders for unpaid rent, damage to the rental unit, for money owed under the Act or tenancy agreement, to keep all or part of the security deposit, and to recover the filing fee for the Application.

The Landlord served the Tenants with the Notice of Hearing and Application for Dispute Resolution by registered mail, sent on November 27, 2009. The Landlord provided evidence that the Tenants received the documents on December 2, 2009. I find the Tenants have been duly served in accordance with the Act.

The Landlord was the only participant in the hearing, gave affirmed testimony and presented evidence orally and in written and documentary form, and to made submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues(s) to be Decided

Is the Landlord entitled to the monetary relief sought?

### Background and Evidence

On June 1, 2008, the Landlord and the Tenants entered into a fixed term tenancy agreement, which was to last from July 1, 2008, until August 31, 2009 (the "Agreement"). A term of the Agreement was that the Tenants had a two month period where they could break the lease, as long as they gave the Landlord notice prior to August 1, 2008. The uncontradicted evidence of the Landlord was that the Tenants agreed to stay on for the term Agreement.

On or about June 30, 2009, the Tenants vacated the rental unit without provided any notice to the Landlord.

According to the uncontradicted evidence of the Landlord, the Tenants did not return the keys for the unit and neither did they clean the carpets, remove their garbage and other debris, pay for the last utility bills, or clean the unit.

The Landlord advertised and had new renters occupy the rental unit on August 1, 2009.

The Landlord claims as follows:

a.	Loss of rent for July 2009	1,000.00
c.	Advertising	20.00
d.	Garbage hauling	175.00
e.	Utility bills	184.36
f.	Cleaning rental unit	236.25
g.	Filing fee	50.00
	<b>Total claimed</b>	<b>\$1,786.36</b>

### Analysis

Based on the uncontradicted testimony, evidence, receipts, invoices, photographs and a balance of probabilities, I find the Tenants breached the Act and the Agreement with the Landlord.

Under the Act and Agreement, the Tenants were not able to end a fixed term tenancy earlier than the end date of the Agreement, without the written consent of the Landlord. The Tenants failed to do this.

Furthermore, I find the Tenants have breached the Act and Agreement by failing to return keys to the Landlord, remove garbage from the unit, pay utility bills, and clean the rental unit.

I find the Tenants' breaches, as described above, have caused the Landlord to suffer a loss.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find that the Landlord has established a total monetary claim of **\$1,786.36** comprised of the above described amounts and the \$50.00 fee paid for this application.

I order that the Landlord may retain the deposit and interest of **\$504.26** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$1,282.10**

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: March 04, 2010.

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Dispute Resolution Officer