

DECISION

Dispute Codes MNR, MND, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order for monetary damages arising from the Tenant breaking a fixed term lease early, for unpaid rents, for damage to the rental unit, to keep all or part of the security deposit and to recover the filing fee for the Application.

The Landlord served the Tenant with the Application and Notice of Hearing by registered mail. This was sent on December 10, 2009, and is deemed served under the Act five days later. I find the Tenant has been served in accordance with the Act.

An Agent for the Landlord appeared, gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make 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

Did the Tenant breach the term lease or other terms of the tenancy agreement or Act, entitling the Landlord to monetary compensation?

Background and Evidence

On or about July 1, 2009, the parties entered into a six month, fixed term tenancy agreement, which was to end on December 31, 2009. The monthly rent was set at \$575.00 per month and the Tenant paid a security deposit of \$287.50 on July 2, 2009. Under the agreement the Tenant was required to pay a fee for late payments of rent.

On or about October 31, 2009, the Tenant gave the Landlord written notice she was ending the tenancy early, at the end of November 2009.

The Landlord had the unit re-rented in December of 2009, and is claiming for a half month of rent.

The Landlord is also claiming for repairs that had to be made to the rental unit. According to the evidence of the Landlord the Tenant damaged the drywall in the rental unit and this had to be repaired and repainted.

The Landlord is also claiming for the cost of carpet cleaning at the rental unit, as the Tenant failed to do this prior to vacating. The Landlord also claims for a late payment fee for October of 2009.

Analysis

Based on the above, the uncontradicted evidence and testimony, and on a balance of probabilities, I find the Tenant has breached the Act and the tenancy agreement. The Tenant has breached section 45 of the Act, by breaching a fixed term agreement.

I find the Tenant's breaches have caused the Landlord to suffer a loss. The Landlord mitigated the loss, as required by the Act, and had new tenants move into the rental unit on December 15, 2009. Therefore, I find the Landlord is entitled to one half month of lost rent due to the Tenant's breach.

The Tenant breached the tenancy agreement by failing to clean the carpets, repair damages, or pay a late fee, prior to vacating the rental unit. I find that the Tenant shall pay for the repairs to the rental unit, a late payment fee and for carpet cleaning, as well as the application fee for the filing of this claim.

Therefore, I find that the Landlord has established a total monetary claim of **\$766.45**, comprised of \$287.50 for one half month rent, \$25.00 for a late fee, \$103.95 for carpet cleaning, \$300.00 for repairs and repainting, and the \$50.00 fee paid by the Landlord for this application.

I allow the Landlord to keep the security deposit of \$287.50 in partial satisfaction of the claim, and I grant the Landlord an order under section 67 for the balance due of **\$478.95**. 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: May 12, 2010.

Dispute Resolution Officer