



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlords for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on May 10, 2010 and with the amendment to the claim by registered mail on May 15, 2010, the tenants did not participate in the conference call hearing. I determined that the tenants had been properly served with notice of the hearing and the hearing proceeded in their absence.

Issue to be Decided

Are the landlords entitled to a monetary order as claimed?

Background and Evidence

The landlords' undisputed testimony is as follows. The tenants were in a fixed term tenancy which was set to end on June 14, 2010. The tenants were obligated to pay \$1,375.00 per month in rent and at the outset of the tenancy paid a \$687.50 security deposit. On or about April 28, 2010 the tenants gave the landlords a letter advising that they would not be continuing the tenancy after the end of the fixed term. The tenants vacated the rental unit on or about May 1 and although they paid their rent in full for the month of May, they cancelled their cheque for the \$687.50 due for the month of June.

The landlords testified that by May 13 they posted advertisements to re-rent the unit but were unable to re-rent in the month of June. The landlords seek compensation for unpaid rent for that month.

The landlords testified that they painted the kitchen cabinetry in early 2009 prior to the beginning of the tenancy. During the tenancy, the tenants peeled paint of many of the kitchen cabinets, which required the landlord to repaint the cabinets at a cost of \$1,076.25. The landlords seek to recover the cost of painting in addition to the \$50.00 filing fee paid to bring their application.

Analysis

I accept the landlords' undisputed testimony and find that the tenants failed to pay all the rent due under the fixed term tenancy agreement. I find that the landlords acted reasonably to mitigate their damages and I find that the tenants must be held liable for lost income for June 1-14. I award the landlords \$687.50.

I find that the tenants significantly damaged the paint on the kitchen cabinetry necessitating repairs. I find that the paint should reasonably have lasted 4 years and that the tenants deprived the landlord of 3 years of the life of the paint. I award the landlords \$807.19 which is 75% of the cost of the paint.

I find that the landlords are entitled to recover the \$50.00 filing fee paid to bring their application and I award them \$50.00.

Conclusion

The landlords have been awarded a total of \$1,544.69. I order the landlords to retain the \$687.50 security deposit in partial satisfaction of their claim and I grant the landlords a monetary order under section 67 for the balance due of \$857.19. This order may be

filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Dated: September 17, 2010

Dispute Resolution Officer