

Decision

Dispute Codes: MNDC, MNSD

Introduction

This hearing dealt with an application by the landlord for a monetary order as compensation for damage or loss under the Act, regulation or tenancy agreement, and retention of the security deposit. The landlord's agent participated in the hearing and gave affirmed testimony. Despite being served by way of registered mail with the application for dispute resolution and notice of hearing, the tenants did not appear.

Issues to be decided

- Whether the landlord is entitled to the above under the Act, regulation or tenancy agreement

Background and Evidence

Pursuant to a written tenancy agreement, the fixed term of tenancy was from November 1, 2009 to October 31, 2010. Rent in the amount of \$1,850.00 was payable in advance on the first day of each month. A security deposit of \$925.00 was collected at the outset of tenancy, and the tenants provided one year's worth of post-dated rent cheques.

On March 16, 2010, the tenant gave notice of intent to end the tenancy on March 31, 2010. Following receipt of the notice, the landlord undertook immediately to advertise for new renters by way of the North Shore News and craigslist.

The landlord testified that without consent, the tenant painted walls in the master bedroom a dark brown. Following the end of tenancy, the landlord incurred cost in the total amount of \$150.00 for labour and materials to restore the walls to their original neutral colour.

In order to enhance the prospects for obtaining new renters, the landlord reduced the monthly rent to \$1,800.00, which is \$50.00 less per month than rent for the subject tenancy. In the interim, the tenants' post-dated rent cheques for April and May 2010 were NSF. Ultimately, new renters were found effective June 1, 2010.

The landlord's claim is comprised as follows:

\$1,850.00: loss of rental income for April 2010;

\$1,850.00: loss of rental income for May 2010;

\$250.00: loss of rental income for the five month period from June (when new renters were found) to, and including October (last month of the fixed term), calculated on the basis of a \$50.00 difference between the two rents (5 x \$50.00);

\$150.00: labour and materials for repainting over dark brown paint in the master bedroom.

Sub-total: \$4,100.00

The landlord testified that despite an undertaking by the tenant to make installment payments, no monies have thus far been received.

Analysis

The full text of the Act, regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca/

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the landlord has established a claim of \$4,100.00, the particulars of which are set out above. The landlord's application does not include application to

recover the filing fee. I order that the landlord retain the security deposit of \$925.00, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$3,175.00 (\$4,100.00 - \$925.00.)

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$3,175.00**. Should it be necessary, this order may be served on the tenants, filed in the Small Claims Court and enforced as an order of that Court.

DATE: October 27, 2010

Dispute Resolution Officer