



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNR, MNSD

### Introduction

Some written arguments have been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The respondent was served with notice of the hearing by registered mail that was mailed July 23, 2010, but did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

### Issues(s) to be Decided

This is a request for a monetary order for \$3750.00 and a request to retain the full security deposit towards the claim.

### Background and Evidence

The applicant testified that:

- The tenant signed a fixed term tenancy with an expiry date of August 31, 2010.
- The tenant wanted to vacate the rental unit early and they were negotiating with the tenant to allow an early end to the tenancy, however instead the tenant vacated without notice.
- They attempted to re-rent the unit however this is a one-bedroom unit that is normally rented by students and since the school season was nearing an end

they were unable to re-rent the unit and lost the full rental revenue to the end of the term of the lease.

- When the tenant vacated he also left the rental unit in need of extensive cleaning.

The applicants are therefore requesting an order as follows:

Lost rental revenue for May 2010	\$875.00
Lost rental revenue for July 2010	\$875.00
Lost rental revenue for August 2010	\$875.00
Cleaning and carpet cleaning	\$250.00
Total	\$3750.00

## Analysis

It is my decision that I accept the sworn testimony of the landlord that the tenant breached a one-year tenancy agreement and vacated 4 months prior to the end of the term. The tenant is therefore liable for the lost rental revenue that resulted from that breach.

The landlord is obligated to the attempt to re-rent the unit and mitigate the loss however in this case the landlord has testified that although they did attempt to re-rent the unit they were unable to do so.

Therefore since the landlords lost the full rental revenue for a four month period, I allow the landlords claim for that lost revenue.

I also accept the landlord sworn testimony that the rental unit was and left in need of significant cleaning and I therefore allow the claim for cleaning as well.



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## Conclusion

I have allowed the landlords full claim of \$3750.00, and I therefore order that the landlord may retain the full security deposit of \$437.50 and have issued a monetary order for \$3312.50.

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 09, 2010.

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Dispute Resolution Officer