



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNDC, MNR, FF

Introduction

This was an application by the landlord for a monetary order. The hearing was conducted by conference call. The landlord and the named tenants participated in the hearing.

Issues(s) to be Decided

Is the landlord entitled to a monetary order and if so, in what amount?

Background and Evidence

The rental unit is a strata title apartment in Abbotsford. The tenancy began on November 1, 2009 and was for a fixed term stated to end on September 1, 2010. Monthly rent was \$1,200.00. There were four named tenants on the written tenancy agreement; they were the respondents, C.B., J.B., S.F. and A.P.

The monthly rent included some furnishings, hydro and cable and internet service. The tenants requested additional cable television service to provide additional channels. The landlord agreed and the rent was increased to \$1,240.00 to reflect the additional television service.

The landlord testified that the tenants charged pay per view television services to her cable account during the tenancy. The tenants paid for some, but not all of the charges.

The tenants disputed, as between themselves, who was responsible for specific items charged to the landlord's cable account.

Soon after the tenancy started the tenant, J.B. moved out and later A.P. also moved out. With the concurrence of the landlord two new tenants, L.N. and C.G. moved into the rental unit. It was agreed that the original tenancy would continue with the new tenants. The tenancy agreement was not redrawn to name them, but L.N and C.G. paid their share of rent directly to the landlord.

In February, 2010 the tenant S.F. told the landlord that she was going to move out at the end of the month. The landlord objected and reminded her that she agreed to a fixed term lease ending September, 2010. The tenants did not move out at the end of February. Rent was paid for March and the tenants moved out at the end of March.

Although the landlord advertised the rental unit and showed it to several prospective tenants in February, she did not re-rent it to suitable tenants until May 15, 2010.

The landlord has claimed the following amounts:

• Lost rental income	\$1,350.00
• Pay per view movie charges	\$125.26
• Cost to change locks	\$20.00
• Advertising expenses	\$107.25
• broken dining room table	\$100.00
• repair broken toilet	\$25.00
• Repair and replace blinds	\$50.00
• Wall repairs and painting	\$90.00
• Carpet cleaning machine rental	\$60.00
• Dishwasher replacement	\$275.00
• Labour to clean 5 hours @ \$30.00/hr.	\$150.00

- Total: \$2,352.51

The tenants who testified disagreed with various amounts claimed by the landlord. I heard that the blinds were not properly installed and fell down of their own accord. The tenants did not acknowledge damaging the table.

Analysis and Conclusion

The landlord claimed loss of rental income for April and half of May and the reduced monthly amount of \$900.00 that she obtained for the new rental. I find that the landlord is entitled to recover that amount as well as her advertising costs because the tenants breached the fixed term tenancy agreement that was to run to September, 2010. I find that she acted promptly and properly to mitigate her damages.

I allow the cable charges in the amount of \$125.26. I find that the tenants are jointly and severally responsible for those amounts and it is not open to them to say individually that they did not order or incur specific charges; they are liable to the landlord for the charges and must apportion the amount between themselves as they see fit.

The tenants did not return all keys promptly and I allow the \$20.00 claimed to change the locks. The landlord submitted extensive photographic evidence to support and justify claims for cleaning and repairs. I allow the wall repair and painting charge in the amount of \$90.00, the carpet cleaning charge of \$60.00 and labour to clean for five hours, but I reduce the hourly rate to \$20.00 and allow the claim in the amount of \$100.00. I allow the claim for toilet repair in the amount of \$25.00. I prefer the landlord's evidence that he blinds were properly installed and in good order when the tenancy began and I allow the claim for blind repair and replacement in the amount of \$50.00. I do not allow the claim for dishwasher replacement or the sum claimed for the dining room table. Notwithstanding that the broken dishwasher was not reported to the

landlord I do not have evidence to prove that the tenant's neglect or misuse was responsible for the failure of the dishwasher. The dining room table was not repaired I have no information about the value of the table or its repair cost and I deny this claim because I find the evidence of loss to be inadequate.

The landlord's claims that I have allowed total \$1,927.51. The landlord is entitled to recover the \$50.00 filing fee paid for this application for a total award of \$1,977.51 and I grant the landlord an order under section 67 in the said amount. This order may be registered in the Small Claims Court and enforced as an order of that court.

Dated: December 10, 2010.
