



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on October 15, 2010, the tenant did not participate in the conference call hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began on September 1, 2010 and pursuant to a written tenancy agreement was set to continue for a fixed term ending on August 31, 2011. The tenant was obligated to pay \$1,600.00 per month in rent and the tenant paid an \$800.00 security deposit.

The tenant vacated the rental unit on or about September 30, 2010. The landlord was able to find another tenant whose tenancy began on October 1, 2010, but the new tenant paid just \$1,500.00 per month. The landlord seeks to recover the \$100.00 per month difference in rent for the 11 month balance of the fixed term.

The landlord testified that the tenant failed to clean the rental unit at the end of the tenancy and that he had to pay \$250.00 to have the rental unit cleaned and the carpets shampooed. The landlord testified that the carpets were excessively soiled and there were crayon marks all over the walls in addition to the regular cleaning that one would normally be required to perform at the end of a tenancy.

Analysis

I accept the landlord's undisputed testimony and I find that the tenant was obligated to continue the tenancy until August 2011 and failed to do so. I find that as a result of this failure, the landlord suffered an \$1,100.00 loss of income which represents \$100.00 for each of the 11 remaining months of the fixed term. I find that the landlord is entitled to recover this loss and I award the landlord \$1,100.00.

I find that the tenants failed to clean the rental unit and that the landlord is entitled to recover the \$250.00 paid to clean the unit. I award the landlord \$250.00.

I find that as the landlord has been successful in his application, he is entitled to recover the \$50.00 filing fee paid to bring this application and I award him \$50.00.

Conclusion

The landlord is awarded \$1,400.00. I order the landlord to retain the \$800.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for \$600.00. This order may be filed in the Small Claims Division of the Provincial Court 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: February 16, 2011

Residential Tenancy Branch