



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNR, MNSD, O, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for unpaid rent or utilities, to keep all or part of the security deposit, other and recovery of the filing fee. The landlord participated in the conference call hearing but the tenants did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing in person. I found that the tenants had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence.

Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

Summary of Background and Evidence

This one year fixed term tenancy began April 2010 with monthly rent of \$1100.00, the tenants paid a security deposit of \$550.00 and a pet damage deposit of \$500.00. On November 19, 2010 the tenants provided the landlord with a 1 month notice to end tenancy. On December 2, 2010 the landlord served the tenants with a 10 Day Notice to End Tenancy for Unpaid Rent.

The landlord testified that on December 2, 2010 when they went to serve the tenants with the 10 Day Notice to End Tenancy for Unpaid Rent they discovered that the tenants had already vacated the rental property and moved in to the house next door. The landlord stated that a move-out inspection was completed with the tenants on December 7, 2010 but that at the end of the inspection the tenants refused to sign the move-out inspection report and walked out of the rental unit.

The landlord stated that the carpets had to be cleaned, the rental unit cleaned, walls repainted and the property advertised for four months before they were able to re-rent it. The landlord testified that the tenant told him that they would '*make sure the house would not rent*' and that on a number of occasions when showing the property to prospective tenants, the old tenant would come out from next door and talk to the prospective tenants.

The landlord in this application is seeking compensation for the following:

Carpet cleaning	\$125.00
Cleaning costs	\$75.00
Painting	\$335.00
Advertising costs	\$568.15
Utilities	\$380.32
Lost rent, 4 months	\$4400.00
Total Claim	\$5883.47

Analysis

Based on the documentary evidence and undisputed testimony of the landlord, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds to a monetary order for compensation for unpaid rent and utilities, cleaning costs, damages and advertising costs. The tenants did not provide proper notice to the landlord, broke the fixed term lease and did not clean the rental unit prior to vacating.

I find that the landlord has established a claim for \$5883.47 in unpaid rent and utilities, cleaning costs, damages and advertising costs.

The landlord is entitled to recovery of the \$100.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$5883.47 in unpaid rent. The landlord is also entitled to recovery of the \$100.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$550.00 security deposit and \$500.00 pet damage deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$4933.47**.

A monetary order in the amount of **\$4933.47** has been issued to the landlord and a copy of it must be served on the tenant. If the amount is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: April 28, 2010

Residential Tenancy Branch