



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. An agent for the landlord and both tenants participated in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on April 1, 2011 as a one-year fixed-term lease. Rent in the amount of \$1200 was payable in advance on the first day of each month. On August 31, 2011 the tenants informed the landlord that they were moving out, effective immediately, and did so.

Landlord's Evidence

The landlord has claimed \$3600 in lost revenue for September, October and November 2011, and \$147 for advertising costs to attempt to re-rent the unit.

On August 28, 2011 the tenants contacted the landlord to complain about bugs in the rental unit. The landlord attended at the rental unit on August 29, 2011 and only saw two or three bugs. The landlord offered to give spray to the tenants to eliminate the bugs, but the tenant said she did not want it. The tenant also told the landlord for the first time about the marijuana smoke from the other tenants.

The landlord called an exterminator who viewed the unit on August 29, 2011 and said he could spray the next day, but when he attended the tenant refused to allow him access and told him to get out. The landlord called another exterminator, and they attended the next day. By that time the tenants were already packing, so the landlord told the exterminator to wait until the tenants had vacated. After the tenants vacated the

landlord did not find any bugs. The landlord believed the tenant was looking for a way to break the lease.

The landlord provided receipts showing that she advertised the unit to re-rent. In November 2011 the landlord reduced the amount of rent. However, the landlord was still unable to re-rent the unit.

Tenants' Response

On August 28, 2011 the tenant contacted the landlord because she found bugs in the rental unit. The landlord attended the next day and said the suite smelled. The landlord also told the tenant that she would need to see live bugs. The landlord believed that that bugs were caused by the tenant's pets. The landlord then came back with someone she claimed was a specialist. He looked around and said he would come back the next day, but he did not. The landlord came back on August 30 and 31, 2011. The tenants verbally told the landlord on August 29, 2011 that they were moving out.

Analysis

Upon consideration of the evidence, I find that the landlord is entitled to their claim in its entirety.

The tenants chose to break the lease rather than give the landlord a reasonable amount of time to address the tenants' concerns about the bugs and then make an application for an order that the landlord comply with the Act.

I accept the landlord's evidence that they took reasonable steps to re-rent the unit, including advertising and seeking a lower rent. The landlord therefore attempted to mitigate their loss. The landlord is entitled to the lost revenue claimed for September through November 2011 and the advertising costs claimed.

As the landlord's claim was successful, they are also entitled to recovery of the \$50 filing fee for the cost of their application.

Conclusion

I grant the landlord an order under section 67 for the balance due of \$3797. This order may be filed in the Small Claims 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: December 1, 2011.

Residential Tenancy Branch