



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MND, MNDC, MNSD

### Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request for a monetary order for \$1634.75 and a request for recovery of the \$50.00 filing fee.

### Background and Evidence

The applicant has stated that:

- The tenants signed a one-year lease that ran from April 1, 2011 to March 31, 2012.
- The tenants chose to end the tenancy prior to the end of the lease and vacated September 29, 2011.
- He attempted to re-rent the unit, however was unable to rent the unit until November 1, 2011 and therefore lost the full rental revenue for the month of October 2011.

- This was a new rental unit when the tenants moved in, however when they moved out they left a cabinet door torn off the hinges and the cabinet damaged and as a result he had to have it repaired.
- The tenant is also stored a trunk on the concrete patio and left to rust stain which had to be removed.

The applicant is therefore requesting an order as follows:

Lost rental revenue for October 2011	\$1500.00
Repair damaged cabinet	\$100.80
Remove rust stains from concrete patio	\$33.95
Filing fee	\$50.00
Total	\$1684.75

The respondent stated that:

- Prior to vacating the unit they ran an ad to see whether there was any interest in the unit and whether it would be difficult to re-rent. They got significant response to their advertisement.
- They fail to understand why the landlord was unable to re-rent the unit for October 1, 2011 and feel that he did not make a proper effort to re-rent it.
- The cabinet door fell off under normal use, and was not the result of any abuse on their part. They feel this door was just poorly made and they do not feel they should be held responsible for the repair.
- They did cause rust stains on the concrete patio, however the landlord led them to believe that the stains could be removed at no cost. Had the landlord told them he was going to charge to remove the stains they would have cleaned the stains themselves.

### Analysis

Both the landlord and the tenants have supplied extensive written submissions and arguments and I have considered all the submissions as well as the testimony given at the hearing.

Lost rental revenue

After reviewing all the evidence and submissions it is my finding that the tenants are liable for the lost rental revenue for the month of October 2011.

I find that the landlord took reasonable steps to attempt to re-rent the unit as soon as possible; however he was unable to do so and therefore since the tenants had signed a one year lease they are responsible for any lost rental revenue.

The tenants have argued that the unit should have rented easily considering the amount of interest that they found when they advertised it, however there is a difference between people showing interest and people actually agreeing to rent the unit, and in this case the landlord could not find someone to agree to rent the unit until November 1, 2011.

I therefore allow the landlords claim for lost rental revenue of \$1500.00.

Cabinet damage

After reviewing the photo evidence and the statement from the cabinet professional is my finding that the tenants are liable for the damage to the cabinet.

I do not believe that the tenants intentionally damaged cabinet, however I do accept that they likely open the cabinet door further than its normal range causing the hinges to pull out of the side of the cabinet.

I therefore also allow the landlords claim for cabinet repair in the amount of \$100.80.

Rust removal

It is also my decision that the tenants are liable for the costs of cleaning the rust stain off the concrete patio.

The tenants admit that the rust stain on the concrete deck was caused by their trunk however they claim that the landlord led them to believe that it could be removed at no cost, however the tenants were required to leave the rental unit in a clean condition and therefore should have removed the rust stains themselves.

The tenants have provided no evidence to show that the landlord had agreed to clean the stains at no cost to them.

The landlord had a cost to remove the stain, and therefore the tenants must reimburse the landlord for those costs in the amount of \$33.95.

#### Conclusion

I have allowed the landlords full claim of \$1634.75, and I also order recovery of the \$50.00 filing fee.

I therefore order that the landlord may retain the full security deposit of \$750.00, and have issued a monetary order in the amount of \$934.75.

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: January 09, 2012.

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Residential Tenancy Branch