



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MND, MNR, MNSD

### Introduction

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

I also gave the applicant the opportunity to testify at the hearing.

The applicant(s) testified that the respondent was served with notice of the hearing by registered mail that was mailed on March 15, 2012; however the respondent(s) did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request for a monetary order for \$6,750.00, a request for recovery of the \$100.00 filing fee, and a request to retain the full security deposit of \$750.00 towards this claim.

### Background and Evidence

The applicant testified that:

- The tenants signed a fixed term tenancy agreement with an expiry date of June 30, 2012.
- The tenant breached the agreement and vacated near the end of March 2012.
- The tenant paid no rent for the month of March 2012 and the landlord has been unable to rent the unit since.
- They do not believe they will be able to re-rent the unit for the month of June 2012 either, because the owner moves back into the rental unit July 1, 2012 and it's very unlikely that anyone will rent the unit for just a one month period.
- The tenant also left the rental unit extremely dirty when she vacated and as a result they had to have extensive cleaning, and carpet cleaning done.
- This was a furnished suite and many items were missing at the end of the tenancy that had to be replaced.
- There was also a large amount of garbage left behind that had to be removed to the dump.
- They also had to replace a key fob that was taken and were charged by the strata Corp. for that key fob.
- The tenant also skipped and as a result they had to change the locks.
- The costs of cleaning, repairs, and missing items are as follows:

• Cleaning the rental unit	• \$476.00
• Carpet cleaning	• \$86.00
• Replace missing items	• \$161.83
• Rubbish removal	• \$102.50
• Replace key fob	• \$75.00
• Change locks	• \$83.00
•	•
• Total	• \$984.33

- They are not asking for the full amount above however they request an order to keep the security deposit of \$750.00 to cover the above expenses.

The applicants are therefore requesting an order as follows:

March 2012 rent outstanding	\$1500.00
April 2012 lost rental revenue	\$1500.00
May 2012 lost rental revenue	\$1500.00
June 2012 expected lost rental revenue	\$1500.00
Retain full security deposit to cover costs of repairs, cleaning and missing items.	\$750.00
Filing fee	\$100.00
Total	\$6850.00

### Analysis

It is my decision that I will allow the full amount claimed by the landlords.

The tenant failed to pay the March 2012 rent and therefore the tenant is liable for that \$1500.00 amount.

The tenant also signed a fixed term tenancy agreement to the end of June 2012, and as yet the landlords have been unable to re-rent the unit. I also find it very unlikely that they will be able to rent the unit for one month for the month of June 2012 and therefore I allow the landlords claim for loss rental revenue to the end of the fixed term.

It is also my finding that the landlord has shown that the tenant left the rental unit in need of cleaning and repairs, and that there were items missing from the rental unit at the end of the tenancy. It is also my finding that the landlord has shown that the cost of replacing the items, and doing the cleaning and repairs, exceeds the amount of the security deposit held and therefore I allow the landlords request to retain the security deposit to cover these costs.

I also order recovery of the \$50.00 filing fee.

Conclusion

I have allowed the landlords full claim of \$6,850.00 and 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 \$6,100.00.

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: May 17, 2012.

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Residential Tenancy Branch