



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC, 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(s) were served with notice of the hearing by registered mail that was mailed on April 13, 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 \$6,300.00 and a request for recovery of the \$100.00 filing fee. The applicant is also requesting an order to keep the full security deposit of \$900.00 towards the claim

Background and Evidence

The applicant testified that:

- This tenancy began on April 15, 2011 as a fixed term tenancy with an end of tenancy date of April 15, 2012.

- Rent was \$1800.00 per month and the tenants paid a \$900.00 security deposit on April 1, 2011.
- The tenants broke the fixed term tenancy moving out on January 15, 2012 and putting a stop payment on all subsequent rent cheques.
- He advertised the unit for rent immediately, but was unable to re-rent the unit prior to the end of the fixed term, and therefore lost the full rental revenue for the last three months of the lease.
- The tenants also left damages in the rental unit and left garbage behind in the garage.

The applicant is therefore requesting an order as follows:

Three months lost rental revenue	\$5,400.00
Estimated cost of cleaning and repairs	\$900.00
Filing fee	\$100.00
Total	\$6,400.00

Analysis

It is my finding that the tenants did sign a fixed term tenancy agreement with an expiry date of April 15, 2012 and failed to comply with the terms of that agreement.

The tenants vacated three months prior to the end of the fixed term and the landlord was unable to re-rent the unit for those three months, and therefore lost a total of \$5,400.00. Therefore I allow that a portion of the landlords claim.

I dismissed with leave to reapply the landlords claim for cleaning and repairs, because the landlord has supplied no evidence to show what the costs of those repairs will be.

I will order recovery of the \$100.00 filing fee however.

Conclusion

I have allowed \$5,500.00 of the landlords claim and I therefore order that the landlord may retain the full security deposit of \$900.00 and I have issued a monetary order in the amount of \$4600.00.

As stated above the remainder of the landlords claim is dismissed with leave to reapply.

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: June 05, 2012.

Residential Tenancy Branch