



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order authorizing him to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing via registered mail, the tenants did not participate in the conference call hearing.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began on February 1, 2011 and was set to run for a fixed term ending on January 31, 2012. The tenants paid a \$400.00 security deposit and a \$400.00 pet deposit at the outset of the tenancy. The tenants advised the landlord sometime in October that they would be ending the tenancy early, at which point the landlord cautioned them that he would try to re-rent the unit, but that they would remain responsible for the rent through the balance of the fixed term if new tenants were not secured.

The landlord testified that the tenants did not pay rent in the months of December and January. He provided evidence showing that he began advertising the unit on October 11 and continued to advertise through the end of January, to no avail. The landlord seeks to recover \$800.00 in lost income for each of the months of December and January.

The landlord testified that the tenants failed to clean the rental unit at the end of the tenancy and that he paid \$200.00 to have the unit cleaned. The landlord provided photographs showing the condition of the unit.

The landlord testified that a number of repairs had to be done at the end of the tenancy, including repairing a patio door, a closet door and a door on the garden shed. He

testified that the tenants had left garbage inside the shed, which attracted a bear who damaged the shed in an effort to access the garbage. The landlord provided a copy of a quote showing that it cost \$190.40 to perform the repairs.

The landlord also seeks to recover the \$50.00 filing fee paid to bring his application.

### Analysis

I accept the landlord's undisputed evidence and I find that the tenants were bound by a fixed term tenancy agreement which they breached when they ended the tenancy early. I find that the tenants failed to pay rent in the months of December and January and that the landlord acted reasonably in attempting to mitigate his losses. I find that the tenants are liable for the landlord's loss of income for those months and I award the landlord \$1,600.00.

I find that the tenants failed to adequately clean the rental unit and that the landlord is entitled to recover the \$200.00 charge for cleaning. I award the landlord \$200.00.

I find that the tenants are responsible for the repairs to the unit as the damage goes beyond what may be characterized as reasonable wear and tear. With respect to the damage to the shed, I find that the tenants should reasonably have known that leaving garbage in the shed would attract wildlife. I award the landlord \$190.40.

I find that the landlord is entitled to recover the \$50.00 filing fee.

### Conclusion

The landlord is awarded a total of \$2,040.40. I order the landlord to retain the \$800.00 in security and pet deposits in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance of \$1,240.40. This order may be filed in the Small Claims Division of the Provincial 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: June 19, 2012

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Residential Tenancy Branch