



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Columbia Property Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNDC, MNSD, FF

Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit, site or property, for unpaid rent or utilities, for money owed or compensation for damage or loss, to keep all or part of the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. Both parties acknowledged receiving the Landlord's notice of hearing package and the submitted documentary evidence. The Landlord states that the Tenants were served with the amended notice of hearing package and the submitted documentary evidence by Canada Post Registered Mail on December 17, 2013. The Landlord has submitted copies of the Canada Post Registered Mail Customer Receipt Tracking number as confirmation.

The Landlord took no issue with the Tenant's late evidence. As such, the Tenant's late evidence was allowed and the hearing proceeded.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Background and Evidence

This Tenancy began on June 1, 2013 on a fixed term tenancy ending on May 31, 2014 as shown by the submitted copy of the signed tenancy agreement. The monthly rent is \$1,100.00 payable on the 1st of each month and a security deposit of \$550.00 was paid on May 14, 2013.

The Landlord seeks a monetary claim of \$2,878.95. This consists of \$300.00 for prematurely breaching the fixed term tenancy on September 29, 2013, \$2,200.00 for the loss of rental income as the rental was not re-rented until December 1, 2013, \$131.35 for carpet cleaning costs and \$247.60 for Hydro for the period October 1 to November 30.

The Landlord states that the Tenants prematurely ended the tenancy and breached the fixed term tenancy on September 29, 2013 that was to continue to May 31, 2014. The Landlord states that an email was received from the Tenant on August 31, 2013 which states that the Tenants were giving 1 months notice to end the tenancy on September 30, 2013. The email also acknowledges responsibility for breaking the lease and provides the Tenant's forwarding address in writing. The Tenant disputes this stating he tried to find suitable replacements, but was not allowed to sublet the rental unit. The Landlord clarified that the Tenant did not wish to sublet the rental unit and remain responsible for the rental, but to have the unit re-rented and a new lease entered into by a new tenant. The Tenant confirmed this in his direct testimony that he did not understand what subletting was and that no one had explained it to him.

The Landlord seeks the \$300.00 of liquidated damages as per Section A of the addendum to the Residential Tenancy Agreement which was initialed by the Tenants. The Tenant has conceded the break lease charge of \$300.00 for prematurely ending the tenant.

The Landlord also seeks recovery of \$247.50 for Hydro Utilities for the period October 1 to November 30, 2013 as the Tenant failed to close this account. The Landlord has submitted a copy of the BC Hydro Utilities invoice. The Tenant disputes this charge stating that he should not be responsible as he had already moved out on September 29, 2013. The Landlord states that as the Tenant is responsible for the unit unit it is re-rented then the utilities are their responsibility as well. The Landlord states that this is a townhouse and the utilities must be on to maintain the residence until a new tenant takes over.

The Landlord states that \$131.35 was spent for carpet cleaning costs and has submitted a copy of the invoice for the work performed. The Tenant has conceded the \$131.35 carpet clearing costs.

Analysis

I accept the evidence submitted by both parties and find that I am satisfied that the Landlord has established a claim for a monetary order. The Tenant has conceded the Landlord's claims of a \$300.00 lease break fee and \$131.35 for carpet cleaning.

I also find that the Landlord has established grounds for the loss of rental income for October and November of \$2,200.00. The Tenant in ending his tenancy was responsible for the remaining portion of the fixed term until May 31, 2014 or until a new tenant was found. The rental was re-rented on December 1, 2013 by new tenants. As the Tenant is responsible for the tenancy until December 1, 2013, I also find that the Landlord has established a claim for \$247.60 for utilities for the period October 1 to November 30, 2013.

The Landlord has established a monetary claim of \$2,878.95. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$550.00 security deposit in partial satisfaction of the claim and I grant a monetary order for the balance due of \$2,378.95. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$2,378.95.
The Landlord may retain the security deposit.

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 23, 2014

Residential Tenancy Branch

