



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This was a hearing with respect to the landlords' application for a monetary order and an order to retain the security and pet deposits. The hearing was conducted by conference call. The landlords called in and participated in the hearing. The tenants did not attend although they were served by registered mail sent to their forwarding address on October 7, 2013.

Issue(s) to be Decided

Are the landlords entitled to a monetary award and if so, in what amount?
Are the landlords entitled to retain the security and pet deposits?

Background and Evidence

The rental unit is a suite in a house in Victoria. The tenancy began on May 1, 2013 for a one year fixed term. The monthly rent was \$1,650.00. The tenants paid a security deposit of \$825.00 and a pet deposit of \$200.00 on May 1, 2013.

The tenants regularly paid rent late during the tenancy. Rent for August was not paid and the landlords served the tenants with a 10 day Notice to End Tenancy for unpaid rent. The August rent was finally paid on August 30, 2013. Rent for September was not paid and the landlords serve the tenants with a 10 day Notice to End Tenancy on September 7, 2013 by putting it through the mail slot. The tenants moved out of the rental unit on September 22, 2013. They took part in a condition inspection on September 22, 2013 and provided the landlords with their forwarding address at that time. The landlord testified that the tenants did not clean the carpets at the end of the tenancy. The landlords paid for carpet cleaning in the amount of \$148.16.

The tenancy agreement contained a liquidated damage clause that provided for the payment of liquidated damages in the amount of \$400.00 if the tenants ended the tenancy before the end of the fixed term. The landlords testified that they were unable to re-rent the unit until January.

Analysis

The tenants failed to pay rent for September and moved out of the rental unit on September 22, 2013. They breached the fixed term tenancy agreement by failing to pay rent and moving out before the end of the fixed term. The landlords elected to treat the tenancy as being at an end and claim the liquidated damage amount. The landlords did not submit evidence of efforts to mitigate their loss by attempts to re-rent the unit following the tenants' departure. I therefore find that the landlords' claim is limited to the unpaid rent for September, the amount claimed as liquidated damages and the sum paid for carpet cleaning; these amounts in total come to the sum of \$2,198.16.

Conclusion

I find that the landlords are entitled to a monetary award in the amount of \$2,198.16; they are entitled to recover the \$50.00 filing fee for this application, for a total award of \$2,248.16. I order that the landlords retain the security and pet deposits of \$1,025.00 in partial satisfaction of this award and I grant the landlords an order under section 67 for the balance of \$1,223.16. This order may be registered in the Small Claims 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: January 22, 2014

Residential Tenancy Branch

