



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OLC, MNR, MNDC, FF, O

### Introduction

This hearing dealt with an application by the tenants for an order that the landlord comply with the Act, Regulation, or tenancy agreement and an application by the landlords for a monetary order for unpaid rent and for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement.

The landlords participated in the teleconference hearing and gave affirmed evidence. The tenants did not attend the hearing. Since the tenants did not attend the hearing, their application is dismissed.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent?  
Is the landlord entitled to a monetary order for damage or loss under the Act, Regulation, or tenancy agreement?

### Background and Evidence

The landlords provided a copy of a tenancy agreement that was signed by the parties on September 29, 2013. The tenancy agreement indicates the tenancy was a fixed-term from October 1, 2013 until December 30, 2013 and the tenants were obligated to move out at the end of the fixed term. The tenants were obligated to pay \$1,620.00 rent monthly in advance on the first day of the month. The tenants also paid a security deposit of \$650.00.

The landlords gave evidence that the tenants did not move out of the rental unit until approximately February 4, 2014 and the tenants did not pay any rent for January or February 2014.

The landlord gave evidence that the tenants damaged four interior doors which must be replaced, cracked a glass cook top on the stove, broke a handle on the fridge, cracked a mirrored sliding glass closet door, left the unit very dirty, and left behind garbage. The landlord provided photos of the rental unit after the tenants had moved out. The photos support the landlord's description of the damage.

The landlord estimates that it will cost more than \$200.00 for each interior door that must be replaced, about \$300.00 to replace the glass cook top, about \$217.00 to replace the broken mirror in the sliding closet door, and about \$50.00 for garbage removal. The landlord estimates the total cost of restoring the suite will be more than \$1,200.00.

The landlord gave evidence that he will have to finish restoring the suite before showing it to prospective new tenants. He estimates he will not be able to re-rent the rental unit until at least March 1, 2014.

### Analysis

I accept the undisputed evidence of the landlords that the tenants did not vacate the rental unit until February 4, 2014. I also accept the landlords' evidence regarding the damage to the rental unit caused by the tenants.

I find that the tenants were overholding tenants within the meaning of Section 57 after December 30, 2013. The landlords are entitled to compensation for the period during which the tenants continued to occupy the rental unit and for the period during which the landlords were unable to re-rent the rental unit because they were cleaning and repairing damage caused by the tenants. I set that compensation at \$1,620.00 for each of January and February 2014, for a total of \$3,240.00.

I find the landlords are entitled to compensation of \$1,200.00 to repair the damage to the rental unit caused by the tenants. The landlords are also entitled to recover the RTB filing fee of \$50.00.

The total amount due the landlords is \$4,490.00. I order that the landlords retain the security deposit of \$650.00 in partial satisfaction of the claim and I grant the landlords an order under section 67 for the balance due of \$3,840.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

The tenants' application is dismissed. I grant the landlords a monetary order for \$3,840.00. The landlords may also 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: March 11, 2014

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Residential Tenancy Branch

