



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Top Producers Realty Ltd. Property Management Div.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. An agent for the landlord and one tenant participated in the teleconference hearing.

At the outset of the hearing, the tenant confirmed that they had received the landlord's evidence and amended application. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on May 15, 2013, as a fixed term tenancy to end on May 31, 2014. Rent of \$1950 was payable in advance on the first day of each month. At the outset of the tenancy, the tenants paid the landlord a security deposit of \$975. On May 15, 2013, the landlord and the tenant carried out a move-in inspection and completed a condition inspection report.

On October 23, 2013 the tenants gave the landlord written notice that they intended to vacate the rental unit by November 30, 2013 because they were moving into a co-op. The tenants vacated the unit on December 1, 2013. On December 6, 2013 the landlord and the tenant carried out a move-out inspection and completed the condition

inspection report. The tenant authorized the landlord to withhold an unspecified portion of the security deposit for carpet cleaning.

Landlord's Claim

The landlord stated that they began advertising the unit for re-rental as soon as they were aware the tenants intended to vacate; however, they were unable to rent the unit until January 15, 2014, at a reduced rent of \$1800. The landlord stated that the tenants did not clean the unit before vacating, and they left behind an oversized couch.

The landlord has claimed the following compensation:

- \$1950 lost revenue for December 2013; \$900 lost revenue for January 2014; \$750 representing the difference in rent of \$150 per month for the remaining five months of the tenancy;
- \$62.75 for advertising costs;
- \$60 for removal of oversized couch; and
- \$150 for cleaning.

In support of their application, the landlord submitted a copy of the tenants' tenancy agreement; a copy of the new tenancy agreement, commencing January 15, 2014 at \$1800 per month rent; and invoices for advertising costs, removal of the couch and cleaning.

The landlord stated that they had not at any time heard any complaints from the tenants that they did not feel safe in the rental unit. The landlord's understanding was that the tenants were breaching the fixed term because they were moving into a co-op.

Tenants' Response

The tenant stated that they had to move because the place was not safe for him and his family. There was no fence around the rental property, and a bear came onto the property every other night.

The tenant acknowledged that they were moving into a co-op and that they left the couch behind because they could not move it. The tenant stated that they did not leave the house so dirty, but he acknowledged that the fridge and stove were not cleaned.

Analysis

I find that the landlord has established their claim in its entirety. The tenants did not provide evidence to establish that they raised any safety issues for the landlord to investigate, and I find that they chose to breach the fixed term to move into a co-op. I accept the landlord's evidence that they took reasonable steps to re-rent the unit as soon as possible. Therefore, the landlord is entitled to the amounts claimed for lost revenue for the balance of the fixed term, as well as their advertising costs. The tenant acknowledged they left the couch behind and they did not completely clean the unit, and I find these portions of the landlord's claim to be reasonable.

As the landlord's application was successful, they are also entitled to recovery of the \$50 filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$3922.75. I order that the landlord retain the security deposit of \$975 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2947.75. This order may be filed 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: March 17, 2014

Residential Tenancy Branch

