



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MNSD, 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. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

The tenancy began on July 1, 2013 and ended on October 31, 2013. The tenants were obligated to pay \$1500.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$750.00 security deposit and a \$500 pet deposit. A condition inspection report was conducted a move in however the tenant chose not to attend at the move out inspection.

I address the landlord's claims and my findings around each as follows.

Landlords Claim- The landlords claim well exceeds the \$5000.00 that is applicable for the \$50.00 filing fee to have this hearing. The landlord stated that the tenant "broke a one year lease" and is seeking the loss of income for the months of November- January in the amount of \$4500.00. The landlord is also seeking \$47.67 the \$50.00 filing fee and \$2430.95 costs to clean and repair items in the unit. The landlord has also submitted many other receipts that take the total above \$7500.00. It was explained to the landlord that this hearing would only be able to address a claim of up to \$5000.00. The landlord indicated that they understood and wished to proceed.

The landlord submitted a tenancy agreement reflecting that the tenant had signed a one year fixed term agreement that was to end on June 30, 2014. The landlord

submitted receipts, copies of advertisements and testimony stating the posted on the internet as well. The tenant denies the landlords' entire claim. The tenant stated that he did not sign a lease and that he gave the landlords "thirty days notice like I'm supposed to". The tenant did not submit any disputing documentation for this hearing. Based on the above I find that the landlords have provided sufficient evidence that the tenant had signed a fixed term agreement and that they were responsible for the unit being empty for three months for an amount of \$4500.00. The landlords are also entitled to the recovery of the costs of advertising and cleaning the unit up to \$450.00. The landlord is entitled to the amount of \$4950.00 plus the \$50.00 filing fee for a total claim of \$5000.00.

Conclusion

The landlord has established a claim for \$5000.00. I order that the landlord retain the \$750.00 security deposit and the \$500.00 pet deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$3750.00. 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 18, 2014

Residential Tenancy Branch

