



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 MNR, MND, MNDC, MNSD, FF

Introduction

This was a hearing with respect to the landlord's application for a monetary order and an order to retain the security deposit. The hearing was conducted by conference call. The landlord's representative called in and participated in the hearing. The tenants did not attend although they were separately served with the application for dispute resolution and Notice of Hearing sent by registered mail to their forwarding address on July 17, 2014.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?
Is the landlord entitled to retain the tenants' security deposit in partial satisfaction of a monetary award?

Background and Evidence

The rental unit is an apartment in Merritt. The tenancy began on April 1, 2014 for six month term ending September 30, 2014 and continuing on a month to month basis thereafter. The monthly rent was \$700.00, payable on the first of each month. The tenants paid a security deposit of \$350.00 on March 27, 2014. The tenants moved in before the commencement of the term and paid pro-rated rent for part of March.

The tenant M.T moved out without notice and the tenant J.L. continued to occupy the unit until July 7, 2014. She gave the landlord written notice on July 4th that she would be moving out on July 7th. The tenants did not pay rent for July. The tenant J.L. gave the landlord a forwarding address before moving out.

In the application for dispute resolution the landlord claimed the following amounts:

• July rent:	\$700.00
• July late fee:	\$25.00
• Suite cleaning:	\$20.00
• Carpet cleaning:	\$95.00
• Couch removal:	\$40.00
• Break the lease fee:	\$300.00
• August rent:	\$700.00
• September rent:	\$700.00

Total claim: \$2,580.00

The tenancy agreement included a provision whereby the landlord was entitled to claim payment of the sum of \$300.00 as liquidated damages in the event that the tenants terminated the tenancy before the end of the fixed term. In this application the landlord claimed not only payment of the liquidated damages, but also the full amount of rent to the end of the fixed term. The landlord did not submit any documentary evidence to show what steps, if any, that the landlord took to attempt to re-rent the unit after the tenant gave notice on July 4, 2014. At the hearing the landlord's representative said that the rental unit was not re-rented until October, but the landlord did not provide any documents to show when the unit was re-rented.

Analysis

I find that the landlord is entitled to recover unpaid rent for the month of July, but not to any additional amounts for loss of revenue for any subsequent month because the landlord has not shown that it made reasonable efforts to mitigate its damages by seeking to re-rent the unit after the tenants moved out. I note as well that the landlord's claim for liquidated damages as well as for the full amount of rent to the end of the fixed term would constitute a double recovery, if granted. I find that the landlord is entitled to unpaid rent for July, a \$25.00 late fee and to liquidated damages as claimed in the amount of \$300.00. The landlord is entitled to recover cleaning, carpet cleaning and furniture removal charges in the amounts claimed. The total award to the landlord is the sum of \$1,180.00. The landlord is entitled to recover the \$50.00 filing fee, for a total award of \$1,230.00.

Conclusion

The landlord has been awarded the sum of \$1,230.00; all other claims are dismissed without leave to reapply. I order that the landlord retain the \$350.00 security deposit in

partial satisfaction of the award and I grant the landlord an order under section 67 for the balance of \$880.00. 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: December 16, 2014

Residential Tenancy Branch

