



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, MND, MNSD & MNDC

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the tenants by mailing, by registered mail to where the tenants reside on March 5, 2015. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- c. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a one year fixed term written tenancy agreement that provided that the tenancy would start on April 1, 2012. The parties entered into subsequent fixed term tenancy agreement with the last agreement providing that the tenancy would start

on April 1, 2014 and end on March 31, 2015. The tenancy agreement provided that the tenant(s) would pay rent of \$1450 per month payable in advance on the first day of each month. The tenants paid a security deposit of \$725 at the start of the original tenancy in March 2012.

On January 30, 2015 the tenants gave the landlord written notice they would be moving out on March 1, 2015.

The landlord testified that he advertised on Craigslist shortly after he received the Notice to End from the tenants. On February 16, 2015 he agreed with a prospective tenant to rent to it to her with the tenancy commencing on March 15, 2015.

Analysis

Monetary Order and Cost of Filing fee

With respect to each of the landlord's claims I find as follows:

- a. The Residential Tenancy Act provides that where a tenant has entered into a fixed term tenancy agreement with a landlord they are responsible to pay the rent for the entire fixed term subject to the landlord's obligation to mitigate or the landlord's breach of a material term. I determined the landlord has sufficiently attempted to mitigate his loss. He received the tenant's written notice at the end of January 2015. He advertised immediately and the property was shown to a number of prospective tenants. The landlord decided to rent the rental unit commencing March 15, 2015 and therefore reduce the claim against the tenants. The tenants alleged but failed to provide proof that the landlord could have found a new tenant to take possession on March 1, 2015. The landlord has established a claim in the sum of \$725 for half of a month rent.
- b. I dismissed the landlord's claim for carpet cleaning and the cost to repair a broken bathtub spud and missing stopper as the landlord failed to produce

evidence to support this loss. He failed to provide the receipts to the other side and failed to provide them to the Branch. .

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$725 plus the \$50 filing fee for a total of \$775.

Security Deposit

I determined the security deposit plus interest totals the sum of \$725. I determined the landlord is entitled to retain this sum. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$50.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: June 18, 2015

Residential Tenancy Branch

