



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Pemberton Holmes
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MND, MNDC, MNSD, FF

Introduction

This was a hearing with respect to an application by the landlord for a monetary order and an order to retain the security deposit and pet deposit. The hearing was conducted by conference call. The landlord's agent who is the owner of the rental property called in and participated in the hearing. The named tenant attended with his mother who acted as his representative. The tenant, N.H. did not attend the hearing although she was served with the application and Notice of Hearing sent by registered mail on December 15, 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 deposits?

Background and Evidence

The rental unit is a residence on Vancouver Island. The tenancy began on September 1, 2014 for a one year fixed term. The monthly rent was \$1,635.00, payable on the first of each month. The tenants paid an \$800.00 security deposit and an \$800.00 pet deposit at the start of the tenancy.

The tenant N.H. moved out of the rental unit in early November. The tenant L.M. remained in the rental unit until November 30, 2014 and paid rent for November.

The landlord succeeded in re-renting the unit in mid-January. The landlord has claimed unpaid rent for December of \$1,625.00 and loss of rent for January in the amount of \$812.50. The landlord claimed costs for cleaning and repairs in the amount of \$349.00 as set out in a supplied invoice. The landlord claimed a further \$100.00, being late fees of \$25.00 each for two late payments of rent and NSF cheque charges of \$25.00 for two

NSF cheques. The landlord's agent said at the hearing that he would waive a claim for liquidated damages included in the application in the amount of \$500.00.

The total claim sought by the landlord is the sum of \$2,886.50 plus the filing fee for this application.

Analysis

Based on the landlord's supplied documents and testimony, I find that the tenants breached the fixed term rental agreement. The landlord acted to mitigate its damages by finding new tenants to rent commencing January 15, 2015. I find that the landlord is entitled to a monetary award in the amount of \$2,886.50 as claimed.

Conclusion

The landlord is entitled to recover the \$50.00 filing fee, for a total award of \$2,936.50. I order that the landlord retain the security and pet deposits totalling \$1,600.00 in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of \$1,336.50. 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: July 17, 2015

Residential Tenancy Branch

