



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND 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. The landlord and the tenant participated in the teleconference hearing, but the tenant did not call into the hearing.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on October 10, 2014 as a fixed-term tenancy to end on October 15, 2015. Rent in the amount of \$875.00 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$437.50.

The landlord stated that on March 10, 2015 the tenant sent the landlord a text which indicated that the tenant would be vacating the rental unit on April 1, 2015. The landlord stated that the tenant vacated on March 23, 2015. The landlord stated that when she went to the rental unit on March 28, 2015 it was a real mess. The landlord stated that she did everything she could to save the tenancy, and she evicted the neighbours 10 days after she received the tenant's text message that they were smoking marijuana. The landlord stated that she was unable to re-rent the unit until May 1, 2015, but acknowledged that she let new tenants move in about five days early. In support of her application the landlord submitted photographs of several dirty areas of the rental unit and invoices for cleaning and repairs.

The landlord has claimed \$157.50 for cleaning; \$210.85 for repair to a broken frosted glass window in the door; and lost revenue of \$875.00 for April 2015.

The tenant stated that she has two young children, and she was concerned about their health because the next-door neighbours were smoking marijuana. The tenant stated that she asked the landlord on March 10, 2015 if it was okay to vacate, and the landlord replied, "do what you

have to do for your family.” The tenant stated that they vacated the rental unit on March 15, 2015.

The tenant acknowledged that she broke the window. The tenant also acknowledged that she did not do all of the cleaning, but stated that the landlord’s claim was excessive. The tenant stated that the landlord told the tenant not to power clean the chalk on the sidewalk, because the landlord would do it. The tenant stated that people were living in the rental unit in April.

Analysis

Upon consideration of the evidence and on a balance of probabilities, I find as follows.

The landlord is entitled to **\$210.85** for repair to the broken window, as the tenant acknowledged this damage. I find that the landlord is also entitled to **\$157.50** for cleaning, as I find this amount to be very reasonable for the cleaning that would have been required.

In regard to lost revenue, I find that the landlord is entitled to **\$729.15**, representing 25 days of lost revenue in April 2015. The landlord indicated that she let the new tenants move in early, and therefore the tenant’s liability for lost revenue would have ended at that time, whether or not the landlord charged the new tenants for those days. The tenant did not provide sufficient evidence to establish that the landlord was releasing the tenant from her obligations under the fixed-term tenancy; nor did the tenant provide sufficient evidence that the landlord fundamentally breached the tenancy agreement by failing to deal appropriately with the neighbouring tenants in a reasonable time.

As the landlord’s application was mostly successful, she is also entitled to recovery of the **\$50.00** filing fee for the cost of this application.

Conclusion

The landlord is entitled to **\$1147.50**. I order that the landlord retain the security deposit of **\$437.50** in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$710.00**. 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: October 9, 2015

Residential Tenancy Branch

