



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR MND MNDC MNSD FF

Introduction:

Only the landlord attended and provided sworn testimony that they served the Application for Dispute Resolution by express post which was delivered on March 17, 2016. I find that the tenants are served with the Application according to section 89 of the Act. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 7, 45(2) (b) and 67 for rental loss due to breach of a fixed term lease and damages;
- b) To retain the security deposit to offset the amount owing; and
- c) An order to recover the filing fee pursuant to Section 72.

Issue(s) to be Decided:

Has the landlord has proved on a balance of probabilities that the tenant breached the lease causing rental loss and damaged the property, that it was beyond reasonable wear and tear and the cost of repair? Is the landlord entitled to recover the filing fee?

Background and Evidence:

The tenant did not attend the hearing although served with the Application/Notice of Hearing. The landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The landlord stated that the tenancy commenced in July 10, 2015, that monthly rent was \$1700 and a security deposit of \$850 was paid. The landlord said that the tenant called sometime in February 2016 and said they had to leave as a daughter had to go to another city. They vacated on February 29, 2016 and the landlord was successful in re-renting the unit for April 2016. The landlord claims as follows:

\$300 liquidated damages to cover administrative costs of releasing
\$50: for a fine levied for a bylaw infraction when the tenants' dog pooped in the elevator
\$140 (+\$7 supervision by Management Company) to clean and remove garbage
\$1700: loss of rent for March 2016

The landlord supplied the lease and invoices as evidence of the damages.
The tenant provided no documents to dispute the claim. On the basis of the
documentary and solemnly sworn evidence, a decision has been reached.

Analysis

Monetary Order

I find the tenants breached a fixed term lease by vacating early on February 29, 2016. According to section 45(2) (b) the earliest date to terminate a fixed term lease is at the end of the term. Therefore I find the tenants responsible for rental loss. I find the landlord mitigated the loss by re-renting for April 1, 2016. Therefore I find the tenant responsible for rental loss of \$1700 for March 2016.

Awards for compensation are provided in sections 7 and 67 of the Act. Accordingly, an applicant must prove the following:

1. That the other party violated the Act, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

The onus is on the landlord to prove on the balance of probabilities that there is damage caused by this tenant, that it is beyond reasonable wear and tear and the cost to cure the damage. I find the landlord's evidence credible that this tenant caused some damage, that the damage was beyond reasonable wear and tear and the costs to cure the damage. I find the damages and cost to repair is supported by statements, and invoices and the tenant has not disputed the claim. I find the landlord entitled to recover \$300 for cost of re-renting and administration as set out in the lease addendum, \$50 for the Bylaw infraction of their pet in the elevator and \$147 for garbage removal and supervision.

Conclusion:

I find the landlord is entitled to a monetary order as calculated below and to retain the security deposit to offset the amount owing. I find the landlord is also entitled to recover filing fees paid for this application.

Calculation of Monetary Award:

Rental loss March 2016	1700.00
Liquidated damages for admin. Costs	300.00
Bylaw infraction fine	50.00
Clean and remove garbage	147.00
Filing fee	100.00
Less security deposit	-850.00
Total Monetary Order to Landlord	1447.00

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 27, 2016

Residential Tenancy Branch

