



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the Act") for a monetary order for unpaid rent and for damage to the unit pursuant to section 67.

The tenant did not attend this hearing, although I waited until 1:20 p.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 1:00 p.m. The landlord and her witness attended the hearing and was given a full opportunity to be heard, to present sworn testimony, and to make submissions. As a preliminary matter, the landlord requested to remove Tenant AB as a respondent. This request was granted.

Issue(s) to be Decided

Is the landlord entitled to a monetary order against the tenants?

Background and Evidence

This tenancy began July 1, 2015 as a one year tenancy with a rental amount of \$1200.00 payable on the first of each month. A residential tenancy agreement was submitted as evidence at this hearing. The landlord testified that the tenants have now vacated the rental unit stating they "abandoned" the unit sometime in November 2015. She testified that she continues to hold the \$600.00 security deposit paid by the tenants at the outset of the tenancy. The landlord sought \$8400.00 for the remainder of the fixed term tenancy as well as the cost of carpet cleaning, as required by the tenancy agreement.

The landlord testified that, on November 10, 2015, she was advised that there appeared to be no one residing in the rental unit so she attended to the rental unit and confirmed that it was empty. The landlord testified that the unit was neat and tidy but the carpets were dirty and stained. The landlord testified that, instead of re-renting, she stayed in the rental unit on November 11, 2016. The landlord's testimony, supported by the

testimony of her witness, was that it is very difficult to re-rent in the area of the rental unit, particularly during winter. The landlord testified that there were substantial vacancies in the area at the time and there were very few applicants for rental units. The landlord testified that her property was up for sale and therefore it was also impractical to attempt to re-rent. The landlord remained in the rental unit after the tenants vacated. The landlord advised that the property has recently been sold.

The landlord's witness testified that, as the landlord lived out of town, he would occasionally check on the property and, with prior notice, conduct inspections of the rental unit. He testified that he spoke to the tenants last on October 31, 2015 and they did not indicate that they intended to vacate the residence. He testified that, on November 10, 2015, he advised the landlord that the unit appeared to be abandoned. He testified that the rental unit looked fairly clean and left neat and tidy but that the carpets were badly stained.

The landlord testified that she hired a carpet cleaner at a cost of \$273.00 for the entire residential rental unit. The landlord submitted a receipt to show that the carpets were cleaned on November 28, 2015.

Analysis

The residential tenancy agreement is clear that this tenancy was intended to continue for 1 year and that the carpets were to be cleaned at the end of the tenancy. Residential Tenancy Policy Guideline No. 30 provides direction on the definition and terms of a fixed term tenancy as used in section 44 of the Act:

A fixed term tenancy is a tenancy where the landlord and tenant have agreed that the tenancy agreement will begin on a specified date and continue until a predetermined expiry date...

A fixed term tenancy creates security for both parties to the agreement. The landlord has proven with her own sworn undisputed testimony as well as the candid, straight forward testimony of her witness and her supporting documentary evidence that the tenants breached the conditions of the residential tenancy agreement and should therefore be liable for the landlord's loss. I accept the testimony of the landlord that the tenants effectively ended the tenancy prior to its end date without notice or an agreement with the landlord to do so as required by the legislation.

The landlord did not attempt to re-rent the unit and she has continued to reside in the unit herself until the property is sold. As a result of this choice and in consideration of

her explanation regarding the rental market in her area, I find that the landlord is entitled to 2 months' rental loss totalling \$2400.00 for the months of November 2015 and December 2015.

The landlord has provided proof that the carpets required cleaning, that the tenants were obliged by the tenancy agreement and the Act to complete carpet cleaning and that she had out of pocket expenditures for that cleaning. Therefore, the landlord is also entitled to recover \$273.00 in carpet cleaning costs.

Pursuant to section 72(2), the landlord is entitled to retain the tenants' security deposit towards the monetary order issued in this decision.

Conclusion

Tenant AB was removed as a respondent.

I grant the landlord a monetary order as follows,

Item	Amount
Rental Loss – 2 Months x \$1200.00	\$2400.00
Carpet Cleaning	273.00
Less Security Deposit	-600.00
Total Monetary Order	

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: August 10, 2016

Residential Tenancy Branch