



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REMAX Management Solutions
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF, MND, MNDC, MNR, MNSD

Introduction

This is an application brought by the Landlord(s) requesting a Monetary Order in the amount of \$4470.05, and recovery of the \$100.00 filing fee.

The applicant testified that both of the respondents were served with notice of the hearing by registered mail that was mailed on January 29, 2016; however the respondent(s) did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing, and therefore it is my finding that the respondent(s) has been properly served with notice of the hearing and I conducted the hearing in the respondent's absence.

The testimony was taken under affirmation.

Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondents, and if so in what amount.

Background and Evidence

The applicant testified that this tenancy began on April 1, 2014, and that, at the beginning of the tenancy, the tenants paid a security deposit of \$700.00, and a pet deposit of \$700.00.

The applicant further testified that the original tenancy agreement was a fixed term tenancy agreement with an end of tenancy date of March 31, 2015, that required the tenants to vacate at the end of the term.

The applicant further testified that a move in inspection report was produced at the beginning of the tenancy.

The applicant further testified that on April 1, 2015 the tenants signed another fixed term tenancy agreement with an end of tenancy date of March 31, 2016 and a monthly rent of \$1435.00; however the tenants failed to pay the increased \$35.00 for the months of April 2015 through October 2015.

The applicant further testified that the tenants failed to pay the November 2015 rent and therefore on November 2, 2015 the tenants were served with a 10 day Notice to End Tenancy.

The applicant further testified that the tenants vacated the rental unit on November 12, 2015; however they refused to participate in the moveout inspection.

The applicant further testified that there was a liquidated damages clause in the tenancy agreement in which the tenants agreed to pay \$625.00 as liquidated damages to cover the cost of re-renting the unit.

The applicant further testified that they were unable to re-rent the unit in the month of November 2015 and therefore lost the full rental revenue for that month.

The applicant further testified that, at the end of the tenancy, the tenants left a large amount of rubbish behind, left the rental unit in need of significant cleaning and repairs, and numerous garden implements were missing.

The applicant further testified that the tenants also failed to pay their outstanding city utility bills, and therefore those outstanding utilities were added to the landlords property taxes.

The applicant is therefore requesting a Monetary Order as follows:

\$35.00 shortfall on the rent for the months of April 2015 through October 2015	\$245.00
Liquidated damages	\$625.00
Rubbish removal	\$446.25
Cleaning	\$404.25
Patch and touch up paint walls	\$349.89
Repairs	\$354.22
Missing garden implements	\$133.93
Outstanding city utilities	\$476.51
November 2015 lost rental revenue	\$1435.00
Filing fee	\$100.00
Total	\$4570.05

Analysis

It is my finding that the applicant has established the full amount claimed.

The tenants signed a fixed term tenancy agreement with a monthly rent of \$1435.00; however the landlord has provided evidence that shows that the tenants only paid \$1400.00 for the months of April 2015 through October 2015 thereby leaving \$245.00 outstanding.

The landlord has provided a copy of the tenancy agreement that shows that there was a liquidated damages clause in the agreement that required the tenants to pay \$625.00, should the tenants vacate before the end of the fixed term, and therefore it's my finding that the tenants are also liable for this charge.

The landlord has provided ample photographic evidence to show that the tenants left a large amount of rubbish behind at the end of the tenancy, and I therefore allow the landlords claim for rubbish removal.

The landlord has also provided ample photographic evidence to show that the rental unit was left in need of significant cleaning, and I therefore allow that portion of the landlords claim.

The landlord has also provided evidence to show that the walls were left in need of significant patching and touch up painting, and I therefore allow that portion of the landlords claim.

The landlord has also provided evidence that shows that the tenants left damage, including a window blind with broken/missing slats, scratched flooring, and a patio screen door with a large hole, and I therefore allow the landlords claim for repairs.

I also accept the landlords testimony that the tenants were supplied with some yard maintenance tools, and that those tools were missing at the end of the tenancy, and I therefore also allow that portion of the landlords claim.

The landlord has also shown that the tenants failed to pay their outstanding utility bills, and I therefore allow that portion of the landlords claim.

The landlord has also shown that the tenants failed to pay the November 2015 rent and as a result were evicted; however the landlord has provided evidence that shows that the unit was not re-rented until December 1, 2015, and I therefore allow the landlords claim for lost rental revenue for November 2015.

Having allowed the landlords full claim, I also allow recovery of the filing fee.

Therefore the total amount I have allowed is as follows:

\$35.00 shortfall on the rent for the months of April 2015 through October 2015	\$245.00
Liquidated damages	\$625.00

Rubbish removal	\$446.25
Cleaning	\$404.25
Patch and touch up paint walls	\$349.89
Repairs	\$354.22
Missing garden implements	\$133.93
Outstanding city utilities	\$476.51
November 2015 lost rental revenue	\$1435.00
Filing fee	\$100.00
Total	\$4570.05

Conclusion

I have allow the landlords full claim of \$4570.05 and therefore pursuant to section 38 of the Residential Tenancy Act, I Order that the landlords may retain the full security/pet deposit totaling \$1400.00, and pursuant to section 67 of the Residential Tenancy Act I have issued a Monetary Order in the amount of \$3170.05.

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: September 19, 2016

Residential Tenancy Branch