



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding No. 16 GREAT PROJECTS LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, FF

### Introduction

On May 11, 2016, the Landlord submitted an Application for Dispute Resolution for a monetary order for unpaid rent or utilities; to keep the security deposit; and to recover the cost of the filing fee. The matter was set for a conference call hearing.

The Landlords attended the teleconference hearing; however, the Tenant did not. The Landlords provided affirmed testimony that the Tenant was served with the Notice of Hearing by registered mail on May 19, 2016, to the forwarding address the Tenant provided when he moved out. The Landlord provided the registered mail tracking number as proof of service. I find that the Tenant has been duly served with the Notice of Hearing in accordance with sections 89 and 90 of the *Act*.

The Landlords were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

### Preliminary and Procedural Matters

The Landlord provided a monetary worksheet that includes a request to retain the security deposit in partial satisfaction of their claim for unpaid rent. The Landlords requested that their application be amended to keep all or part of the security deposit. I find that the Landlord's evidence that was served on the Tenant is clear that the Landlord is making claim to keep the security deposit in satisfaction of unpaid rent. Therefore, I allow the Landlords request to amend the Application to include keeping the security deposit.

### Issues to be Decided

Is the Landlord entitled to a monetary order to recover unpaid rent?  
Is the Landlord entitled to administrative fees due to the Tenant breaking the lease?  
Is the Landlord entitled to keep the security deposit towards unpaid rent?  
Is the Landlord entitled to recover the cost of the filing fee?

### Background and Evidence

The Landlord testified that the tenancy began on May 1, 2015, as a fixed term tenancy to continue until April 30, 2016. Rent in the amount of \$695.00 is payable on the first of each month. The Tenant paid the Landlord a security deposit of \$347.50.

The Landlord testified that the Tenant broke the fixed term tenancy agreement by giving verbal notice to end the tenancy on February 5, 2016. The Landlord testified that the Tenant returned the keys and moved out of the rental unit on February 9, 2016.

The Landlords testified that they were not able to re-rent the unit until May 2016. The Landlords testified that they suffered a loss of two months rent due to the Tenant breaking the lease. The Landlords are seeking to recover \$695.00 for March 2016, rent and \$695.00 for April 2016, rent. The Landlords testified that they advertised the unit on their own website.

The Landlords testified that the tenancy agreement has a clause that requires the Tenant to pay \$200.00 as an administrative fee, if the Tenant ends the fixed term tenancy early. The Landlord provided a copy of the tenancy agreement.

The Landlord testified that that the carpet in the bedroom needed to be professionally cleaned to deal with red soiling. The Landlord seeks to recover this cost and provided a receipt in the amount of \$173.25.

The Landlord makes a total monetary claim in the amount of \$1,763.25 as follows:

- Rent for March 2016, and April 2016, in the amount of \$1,390.00
- Administrative fee in the amount of \$200.00
- Carpet cleaning in the amount of \$173.25
- To recover the cost of the filing fee of \$100.00

The Landlords asks to keep the security deposit in the amount of \$347.50 in partial satisfaction of the claim.

### Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I find that the Tenant ended the tenancy early.

I find that the Tenant broke the lease and is responsible to pay the rent until the Landlord was able to re-rent the unit. The Tenant is responsible to pay the rent for the month of March 2016 and April 2016. I award the Landlord \$1,390.00 for loss of rent.

I find that the tenancy agreement allows for an administrative fee and the Landlord is entitled to claim the amount of \$200.00. I award the Landlord \$200.00.

I find that the Landlord has established a claim for carpet cleaning. I award the Landlord \$173.25.

I order that the Landlord can keep the security deposit in the amount of \$347.50 in partial satisfaction of the Landlord's claim.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. The Landlord's claim was successful. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$1,863.25 comprised of; \$1,390.00 for rent; \$200.00 for a lease break fee; \$173.25 for carpet cleaning; and the \$100.00 fee paid by the Landlord for this hearing. After setting off the security deposit of \$347.50 towards the claim of \$1,863.25, I find that the Landlord is entitled to a monetary order in the amount of \$1,515.75. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

#### Conclusion

The Tenant ended the tenancy early. The Landlord has established a monetary claim in the amount of \$1,863.25. I order that the Landlord can keep the security deposit in the amount of \$347.50 in partial satisfaction of the Landlord's claim.

I grant the Landlord a monetary order in the amount of \$1,515.75.

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 19, 2016

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Residential Tenancy Branch

