



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNDC, MNR, MNSD, OPB

Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. A monetary order in the sum of \$2686.99 for unpaid rent and damages
- b. An order to keep the security deposit.
- c. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of a representative of the applicant and in the absence of the respondents although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the Tenants on March 2, 2017. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- c. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a fixed term written tenancy agreement that provided that the tenancy would start on March 4, 2016 and end of February 28, 2017. The tenancy agreement provided that the tenant(s) would pay rent of \$1350 per month payable in advance on the first day of each month. The tenancy agreement provided that the Tenants would pay the hydro and gas. The tenants paid a security deposit of \$675 on March 2, 2016.

The tenants vacated the rental unit on January 31, 2017 and they failed to pay the rent for February 2017. I find that the landlord sufficiently attempted to re-rent the rental unit

but they were unable to do so until a new tenant rented it with possession on March 1, 2017.

Landlord's Application - Analysis

The Residential Tenancy Act provides the tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant and is liable to compensate the landlord for failure to do so. In some instances the landlord's standards may be higher than what is required by the Act. The tenant is required to maintain the standards set out in the Act. The tenant is not required to make repairs for reasonable wear and tear. The applicant has the burden of proof to establish the claim on the evidence presented at the hearing.

Monetary Order and Cost of Filing fee

With respect to each of the landlord's claims I find as follows:

- a. Where the parties enter into a fixed term tenancy agreement the tenants are obliged to pay the rent for the entire fixed term subject to the landlord's obligation to mitigate. The fixed term tenancy agreement provided that the tenancy would end on February 28, 2017. The tenants vacated the rental unit at the end of January 2017. The landlord was not able to rent the rental unit for February 2017 despite sufficiently attempting to mitigate their loss. I determined the landlord is entitled to \$1325 for loss of rent for February 2017.
- b. I determined the landlord is entitled to \$288.27 for non-payment of the Fortis Electrical bill for the period August 22, 2016 to October 20, 2016.
- c. I determined the landlord is entitled to \$66.65 for non-payment of the Fortis gas bill for the period November 21, 2016 to December 19, 2016.
- d. I determined the landlord is entitled to \$346.29 for non-payment of the Fortis Electrical bill for the period October 20, 2016 to December 20, 2016.
- e. I determined the landlord is entitled to \$67.87 for non-payment of the Fortis gas bill for the period January 20, 2016 to January 31, 2016..
- f. I determined the landlord is entitled to \$262.92 for non-payment of the Fortis Electrical bill for the period December 20, 2016 to January 31, 2017.
- g. The tenants failed to return the keys when they vacated the rental unit. I determined the landlord is entitled to \$93.74 for the cost of re-keying the rental unit.

- h. I determined the landlord is entitled to \$236.25 forth cost of cleaning. I determined the charge of the cleaner of \$25 per hour for 9 hours work plus taxes is reasonable given the work that was required.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$2686.99 plus the \$100 filing fee for a total of \$2786.99.

Security Deposit

I determined the security deposit plus interest totals the sum of \$675. I determined the landlord is entitled to retain this sum. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$2111.99.

Conclusion

In summary I determined the landlord has established a monetary order against the tenant(s) in the sum of \$2786.99. I ordered the landlord may retain the security deposit/pet deposit in the sum of \$675. In addition I ordered that the Tenants pay to the Landlord the sum of \$2111.99.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: March 23, 2017

Residential Tenancy Branch