Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Realty Executives Eco-World
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

Landlord's application: MND, MNR, MNSD, MNDC, FF

Tenants' application: MNSD, OLC, FF

Introduction

This was a hearing with respect to applications by the landlord and by the tenant. the hearing was conducted by conference call. The landlord's representative called in and participated in the hearing. None of the named tenants called in to participate in the hearing although this was a hearing with respect to the tenant's application and although the tenant named in the landlord's application was served with the landlord's application and Notice of Hearing sent by registered mail on December 2, 2015.

In the absence of an appearance by any of the named tenants, the tenant's application is dismissed without leave to reapply.

The documents and evidence provided by the landlord established that the party named in the landlord's application is acting as landlord and is the proper party to be named as landlord in this proceeding. Mr. L.T.K. is the sole tenant named in the tenancy agreement. The other persons named in the tenants' application are not parties to the tenancy agreement. I find that they were occupants but not tenants and should not have been named as tenants.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?
Is the landlord entitled to retain all or part of the security deposit and pet deposit?

Background and Evidence

The rental unit is a residence in Surrey. The tenancy began on December 1, 2014 for a one year term ending November 30,. 2015. The monthly rent was $1,800.00, payable on the first of each month. The tenant was responsible for paying utilities. The tenant

paid a security deposit of $900.00 on November 29, 2014 and although not recorded in the tenancy agreement he also paid a $900.00 pet deposit.

The landlord testified that the tenant and other occupants moved out of the rental unit at the end of August, 2015 without giving any notice. The rental unit required carpet and floor cleaning before it could be re-rented. The landlord provided an invoice dated September 10, 2015 in the amount of $250.00 for the cost to clean carpets and floors. The landlord was unable to re-rent the unit for the month of September. The landlord succeeded in renting the unit to a new tenant commencing October 1, 2015. The landlord claimed loss of revenue for September in the amount of $1,800.00.   The landlord also claimed payment of the sum of $300.00 as a placement fee charged to the owner for finding a new tenant.

Analysis

I accept the landlord's undisputed testimony that the tenant moved out of the rental unit before the end of the fixed term of the tenancy and without providing proper notice. I allow the landlord's claim for loss of revenue in the amount of $1,800.00. The landlord is also entitled to recover the costs of cleaning in the amount of $250.00 as claimed.

There is no contractual provision in the tenancy agreement that would entitle the landlord to claim a tenant placement fee from the tenant and this claim is denied. The landlord is entitled to recover the $50.00 filing fee for this application for a total award of $2,100.00. I order that the landlord retain the security deposit and pet deposit totalling $1,800.00 in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of $300.00. This order may be registered in the Small Claims Court and enforced as an order of that court.

Conclusion

The tenants' application has been dismissed without leave to reapply. The landlord has been directed to retain the security deposit and pet deposit and awarded a further $300.00.

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: April 08, 2016

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Residential Tenancy Branch