



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

### Dispute Codes:

MNR, MNSD, FF

### Introduction

A dispute resolution hearing into this matter was conducted by \_\_\_\_\_ on July 08, 2008. The Tenant requested a review of \_\_\_\_\_ decision on the basis that she was unable to attend the hearing on July 08, 2008 because of circumstances that could not be anticipated and were beyond her control. \_\_\_\_\_ granted the Tenant's request for a review and a new hearing was scheduled for September 08, 2008.

At the hearing on September 08, 2008, the Tenant advised that she did not serve the Landlord with Notice of the Hearing, as she did not realize she was required to serve the Landlord with notice of the hearing. The hearing was adjourned until October 06, 2008 to provide the Tenant with the opportunity to serve the Landlord with proper notice of the hearing.

The Landlord was represented at the hearing on October 06, 2008; however the Tenant did not attend. The hearing was conducted in the absence of the Tenant.

### Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a monetary Order for unpaid rent; to keep all or part of the security deposit; and to recover the filing fee from the Tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The Landlord submitted a fixed term tenancy agreement that shows this tenancy began on March 01, 2008 and ended on February 28, 2009. The tenancy agreement indicates that the Tenant agreed to pay a \$25.00 administrative fee if she pays her rent late; a \$25.00 administration fee if one of her cheques is returned due to insufficient funds; and

liquidated damages, in the amount of \$625.00, if she ended the fixed term tenancy early. The tenancy agreement shows that the Tenant was required to pay monthly rent of \$1,250.00, and that she paid a security deposit of \$625.00 on February 29, 2008.

At the hearing the male Agent for the Landlord stated that the Tenant vacated the rental unit on June 02, 2008, and that she advised the Landlord of her intent to vacate on June 03, 2008. He stated that he was able to find a new tenant for October 15, 2008, but he is seeking compensation for loss of rent for the first half of October of 2008.

The Landlord is seeking compensation, in the amount of \$25.00, as the Tenant did not pay her rent for June on time. The Landlord is seeking compensation, in the amount of \$25.00, as the Tenant's rent cheque for June was returned by her bank due to insufficient funds. The Landlord is seeking liquidated damages, in the amount of \$625.00, in compensation for administrative and advertising costs related to finding as new tenant.

### Analysis

I find that the Tenant ended this fixed term tenancy early, and that she must compensate the Landlord for losses incurred when she breached the tenancy agreement. In these circumstances, I find that she must compensate the Landlord for loss of income for the first half of October, in the amount of \$625.00, and liquidated damages in the amount of \$625.00, as compensation for administrative costs of finding a new tenant.

The Agent for the Landlord applied for a late payment fee of \$25.00, due to the fact that the Tenant was late paying rent for the month of June of 2008. The Tenant did agree to pay a late payment fee in the tenancy agreement, as is required by section 7 of the Residential Tenancy Regulation. I find that the Landlord is entitled to a late fee of \$25.00 for the month of June.

The Agent for the Landlord applied for an administration fee of \$25.00 for processing the rent cheque from June of 2008, which was returned by her financial institution. The Tenant did agree to pay this fee in the tenancy agreement, as is required by section 7 of the Residential Tenancy Regulation. I find that the Landlord is entitled to an administration fee of \$25.00 for this returned cheque.

I find that the Landlords application has merit, and I find that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

I find that the Landlord is entitled to retain the Tenant's security deposit plus interest, in the amount of \$630.66, in partial satisfaction of the monetary claim.

### Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$1,350.00, which is comprised on \$625.00 as compensation for loss of rent; \$625.00 in liquidated damages; a \$25.00 late fee; a \$25.00 NSF fee and \$50.00 in compensation for the fee paid by the Landlord for this Application for Dispute Resolution. The Landlord will be retaining the Tenant's security deposit plus interest, in the amount of \$630.66, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$719.34. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Date of Decision: October 06, 2008