

DECISION

Dispute Codes: MNDC, MNR, MNSD, FF

This hearing dealt with an application by the landlord for a monetary order for damages and an order to retain the security deposit in partial satisfaction of the claim.

On July 1, 2008, the landlord collected a security deposit in the amount of \$1000.00 from the tenant. On the same day, the tenant began a fixed term tenancy ending on June 30, 2009. A monthly rent of \$2000.00 was payable in advance on the first day of each month. On November 24, the tenant gave written notice to the landlord that he was moving out on November 31. The tenant paid the monthly rent for December but stopped payment on the January rent.

At the end of November, the landlord started his efforts to re-rent the unit by putting a sign outside of the building, advertising on Craigslist and in the North Shore News. The landlord was unable to re-rent the unit until February 1, 2009. He explained that December and January were generally difficult months to find new tenants. In addition, the weather in those months was particularly severe this season. The landlord is seeking recovery of the January rent in the amount of \$2000.00. He is also seeking recovery of \$1000.00 in liquidated damages as stipulated by the tenancy agreement should the tenant ended the tenancy early.

The landlord and the tenant agreed that the tenant had introduced the new tenants to the landlord. The tenant maintained that these tenants had started renting the unit on January 31 and that the landlord had collected \$64.00 for this one extra day of occupancy. The landlord said that the new tenants did enquire about moving in on January 31. But when they found out about the \$64.00 charge, they moved in on February 1 instead. I find no supporting evidence to

confirm the tenant's assertion in this regard. Accordingly, I find that the tenant has not proven on a balance of probabilities that the landlord has received \$64.00 for the January rent.

Based on above, I find that the landlord has established a claim of \$2000.00 for the January rent and \$1000.00 in liquidated damages. The landlord is also entitled to recovery of the filing fee of \$50.00. I order that the landlord retain the security deposit and interest of \$1007.54 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2042.46. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated March 20, 2009.