



Dispute Resolution Services

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

Decision

Dispute Codes: MNDC, MNSD, FF

Introduction

This matter dealt with an application by the Landlord for a monetary order for unpaid rent, for cleaning expenses and to recover the filing fee for this proceeding. The Landlord also applied to keep a security deposit.

The Landlord said she served the Tenant with a copy of the Application and Notice of Hearing by registered mail on January 29, 2009. According to the Canada Post on-line tracking system, the Tenant received the hearing package on February 4, 2009. I find pursuant to s. 89 of the Act that the Tenant was properly served with notice of this hearing and the hearing proceeded in her absence.

Issue(s) to be Decided

1. Are there arrears of rent and if so, how much?
2. Is the Landlord entitled to compensation and if so, how much?
3. Is the Landlord entitled to keep all or part of a security deposit?

Background and Evidence

This fixed term tenancy started on September 1, 2008 and was to expire on August 31, 2009, however it ended on November 19, 2008 when the Tenant moved out. Rent was \$1,049.00 per month payable on the 1st day of each month. The Tenant paid a security deposit of \$524.00 at the beginning of the tenancy.

The Landlord said the Tenant's November, 2008 rent cheque was returned for non-sufficient funds and was not paid thereafter. The Landlord also said she incurred expenses for cleaning the rental unit of \$35.00 and argued she was entitled to liquidated damages of \$400.00 because the Tenant ended the tenancy early but only sought compensation to the extent of the Tenant's security deposit.

Analysis

In the absence of any evidence from the Tenant to the contrary, I find that the Landlord is entitled to compensation for unpaid rent for November, 2008. I find there is insufficient evidence to support of the Landlord's claim for liquidated damages as no term for it is apparent in the copy of the tenancy agreement provided by the Landlord. In any event, the Landlord has limited her damages to the amount of the security deposit (plus accrued interest of \$3.03) and accordingly, I order pursuant to s. 38(4), 62(3) and 72 of the Act that the Landlord retain the Tenant's security deposit and accrued interest in full satisfaction of her claims in this matter.

Conclusion

The Landlord's application is allowed in part. The Landlord is ordered to keep the Tenant's security deposit plus accrued interest in satisfaction of the Landlord's claim for rent arrears for November, 2008, cleaning expenses and the filing fee for this proceeding. The Landlord's application for liquidated damages is dismissed.