

DECISION

Dispute Codes: MND, MNDC, FF

This hearing dealt with an application by the landlord for a monetary order for compensation for loss under the *Act* or tenancy agreement. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on March 17, 2009, the tenant did not participate in the conference call hearing.

During the hearing, the landlord withdrew her application for a monetary order for costs incurred in addressing the damages in the amount of \$101.35.

The tenancy began on September 26, 2008 for a fixed term ending on September 30, 2009. Rent in the amount of \$2700.00 was payable in advance on the first day of each month. On January 28, 2009, the landlord served the tenant with a notice to end tenancy for cause. On March 2, 2009, the tenant moved out of the rental unit.

The landlord is seeking recovery of liquidated damages in the amount of \$4050.00. She referred to clause 13 of the tenancy agreement which states that if the tenant causes the landlord to terminate the agreement by breaching its terms, before the expiry date, the tenant agrees to give the landlord liquidated damages of 1 ½ months rent to the landlord for re-renting expenses and loss of income. Based on the above, I find that the landlord had terminated the tenancy agreement before its expiry date due to the tenant's breach of its terms. I therefore also find that the landlord is entitled to recovery of the liquidated damages in the amount of \$4050.00 and I allow a claim for this amount.

Based on the above, I find that the landlord has established a claim for \$4050.00 in liquidated damage. The landlord is also entitled to recovery of the \$50.00 filing fee. I grant the landlord an order under section 67 for the balance due of

\$4100.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated June 29, 2009.