

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the Landlord for an order for monetary damages arising from the Tenant breaking a fixed term lease early and to keep the security deposit in partial satisfaction of the claim.

The Tenant was served with the Notice of Hearing and Application for Dispute Resolution by registered mail, sent on September 19, 2009, and deemed served under the Act five days later. Despite this the Tenant did not attend the hearing. I find the Tenant has been served in accordance with the Act.

An Agent for the Landlord appeared, gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

Issues(s) to be Decided

Did the Tenant breach the term lease, entitling the Landlord to monetary compensation?

Background and Evidence

The parties entered into a six month term tenancy, which was to end on the last day of April, 2009. The Tenant signed the tenancy agreement. The agreement contained a liquidated damages clause for ending the tenancy prior to its expiration date.

In or about February of 2009, the Tenant gave the Landlord notice that he was vacating the rental unit.

The Tenant vacated the rental unit with \$50.00 owed in rent and without completely cleaning the unit.

Analysis

The Landlord mitigated the loss, as required by the Act, and had new tenants move into the rental unit.

Based on the foregoing, the uncontradicted testimony and evidence, and on a balance of probabilities, I find the Landlord is entitled to claim the liquidated damages as found in the Agreement, due to the Tenant's breach.

The Tenant breached the Act and tenancy agreement by ending the tenancy prior to the expiration date in the agreement.

Furthermore, I find that the Tenant shall pay for \$50.00 owed in rent, \$35.00 for cleaning and the \$50.00 application fee for the filing of this claim.

Therefore, I find that the Landlord has established a total monetary claim of **\$635.00**, comprised of the above described amounts. The Landlord may keep the security deposit and interest of **\$501.89**, in partial satisfaction of the claim, and I grant the Landlord an order under section 67 for the balance due of **\$133.11**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court

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: January 08, 2010.

Dispute Resolution Officer