

DECISION

Dispute Codes MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to obtain a Monetary Order for unpaid rent, for money owed or compensation for damage or loss and to recover the cost of the filing fee. The landlord also requests an Order to keep all or part of the security deposit.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on January 27, 2010. Mail receipt numbers were provided in the landlord's documentary evidence. The tenant was deemed to be served the hearing documents on February 01, 2010, the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlords agent appeared, gave affirmed testimony, was provided the opportunity to present her evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*.

All of the testimony and documentary evidence was carefully considered.

Issues(s) to be Decided

- Is the landlord entitled to a Monetary Order for unpaid rent?
- Is the landlord entitled to a Monetary Order for money owed or compensation for damage or loss?
- Is the landlord entitled to keep the tenants security deposit?

Background and Evidence

This tenancy started on August 12, 2009. This was a fixed term tenancy with an expiry date of August 31, 2010. The tenant paid a monthly rent of \$1,150.00 which was due on the first of each month. The tenant paid a security deposit of \$575.00 on August 12, 2009.

The landlords' agent testifies that the tenant informed the landlord that he could no longer afford the rent and therefore had no choice but to end the tenancy. This Notice was given by e-mail on January 08, 2010 and the tenant vacated the rental unit on January 12, 2010.

The landlord has provided a copy of the tenancy agreement which states that if the tenant ends the tenancy before the end of the fixed term the landlord will enforce the liquidated damages clause of half a months' rent plus the costs associated with re-renting the unit. The unit was re-rented on February 01, 2010.

The landlord seeks to recover the unpaid rent for January, 2010 of \$1,150.00 and the liquidated damages of \$614.72 comprised of \$575.00 for half a months' rent plus \$10.45 for the credit check for the new tenant and applicable taxes of \$29.27.

The landlord seeks to keep the security deposit of \$575.00 in partial satisfaction of this claim. The landlord also seeks to recover the filing fee of \$50.00.

Analysis

The tenant did not appear at the hearing, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I find the landlord has established her claim for unpaid rent for January, 2010 of \$1,150.00 and the costs incurred by the tenant in ending the tenancy before the end of the fixed term to a sum of

\$614.72. I find therefore the landlord is entitled to a Monetary Order pursuant to section 67 of the *Act*.

I Order the landlord to keep the tenants security deposit in partial satisfaction of their monetary claim pursuant to section 38(4)(b) of the *Act*.

I further find as the landlord has been successful with her claim she is entitled to recover the \$50.00 filing fee paid for this application pursuant to section 72(1) of the *Act*. A Monetary Order has been issued for the following amount:

Unpaid rent for January, 2010	\$1,150.00
Filing fee	\$50.00
Subtotal	\$1,814.72
Less security deposit	(-\$575.00)
Total amount due to the landlord	\$1,239.72

Conclusion

A Monetary Order in the amount of **\$1,239.72** has been issued to the landlord and a copy of it must be served on the tenant. If the amount of the order is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: April 07, 2010.

Dispute Resolution Officer