

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing dealt with an Application by the Landlord requesting an order for monetary compensation arising from the Tenant breaking a fixed term lease early, to keep the security deposit and to recover the filing fee for the Application.

The Landlord served the Tenant with the Application and the Notice of Hearing by registered mail, sent on December 15, 2009, and deemed served five days later under the Act. Despite this the Tenant did not appear at 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

On or about November 23, 2009, the parties signed a fixed term Tenancy Agreement which was to run for one year, starting January 1, 2010. The Tenant paid a security deposit to the Landlord of \$375.00.

On or about December 8, 2009, the Tenant gave the Landlord a written letter indicating the Tenant would not be moving into the rental unit.

Analysis

Based on the above, the uncontradicted evidence and testimony, and on a balance of probabilities, I find that the Tenant breached the term Tenancy Agreement. I find the Landlord is entitled to one month of lost rent due to the Tenant's breach.

However, the Agent for the Landlord testified that following service of the notice of hearing on the Tenant, the Tenant wrote to the Landlord and the Landlord has agreed to an agreement with the Tenant where the Landlord would keep the security deposit and waive the right to claim for the balance of the rent due, and the Tenant would pay the application fee for the filing of this claim.

Therefore, I order that the Landlord may keep the security deposit in satisfaction of the claim and the Tenant shall pay the Landlord the \$50.00 fee paid for this application.

I grant the Landlord an order under section 67 for the balance due of **\$50.00**.

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: May 14, 2010.

Dispute Resolution Officer