

DECISION

Dispute Codes MND, MNDC, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on March 2, the tenant did not participate in the conference call hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed testimony is as follows. The tenancy started on March 1, 2009 at which time a \$525.00 security deposit was paid. Rent was set at \$1,050.00 per month and the tenancy was to continue for a fixed term expiring on February 28, 2010 after which it would continue on a month to month basis. The tenant telephoned the landlord on February 1 to advise that she had vacated the rental unit. The landlord immediately began advertising but was unable to find new tenants for the month of March and a new tenancy did not begin until April 1. The landlord seeks to recover unpaid rent for February and loss of income for March as well as liquidated damages for breaking the fixed term agreement pursuant to the terms of the agreement. The tenant failed to adequately clean the rental unit and the landlord incurred a cost of \$100.00 for 4 hours of cleaning the unit. The tenant left discarded items and garbage in the rental unit and the landlord incurred a \$124.16 charge for removing those items and the garbage.

Analysis

I accept the landlord's undisputed testimony and find that the tenant was subject to a fixed term tenancy. I find that the tenant terminated the tenancy prior to the end of the fixed term. The liquidated damages provision in the rental agreement provides that the tenant must pay an administration charge of \$525.00 to break the lease and specifies that this does not release the tenant from her obligations under the agreement if the landlord is unable to re-rent the property. I find that the tenant is obligated to pay the landlord \$525.00 in liquidated damages and I award him that sum. I further find that the landlord acted reasonably to re-rent the unit and was unable to do so prior to April 1. The tenant was obligated to provide at least one full month's notice that she would be vacating the unit and failed to do so. I award the landlord \$1,050.00 for each of the months of February and March. I find that the tenant failed to adequately clean the rental unit and I award the landlord \$100.00 for cleaning costs. I find that the tenant failed to remove all of her belongings and garbage from the unit and I award the landlord \$124.16 as the cost of removing those items. The landlord is also entitled to recover the \$50.00 filing fee paid to bring his application.

Conclusion

I award the landlord \$2,899.16. I order the landlord to retain the \$525.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance of \$2,374.16. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Dated: June 21, 2010
