

DECISION

Dispute Codes:

MNR, MNSD, MNDC, FF

Introduction

This hearing was convened in response to an application by the landlord filed on October 14, 2010 pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. A Monetary Order for unpaid rent / loss of revenue - Section 67;
2. An Order to retain the security - Section 38
3. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's evidence that despite the tenants having been served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenants did not participate in the conference call hearing. The landlord provided tracking numbers for the registered mail sent on October 15, 2010. The landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on March 01, 2010 as a fixed term tenancy agreement with an end date of February 28, 2011. The tenant has since vacated on August 31, 2010. Rent was in the amount of \$1200 per month payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$600, which the landlord still holds. The tenant provided a written Notice to End the tenancy on August 30, 2010 - to vacate the following day. On the day the tenant vacated, they conducted a move out inspection with the landlord and agreed in writing that the landlord was permitted to retain \$278 from the security deposit for cleaning charges. The landlord provided a copy of the tenancy agreement along with invoices for the sum of cleaning charges. The landlord also claims loss of revenue

for the month of September 2011 as the landlord was not able to re-rent the unit, effectively with no notice. The suite was subsequently re-rented for October 01, 2011. The landlord further claims agreed liquidated damages in the amount of \$600 as per the tenancy agreement. The quantum of the landlord's monetary claim is in the aggregate of **\$2078**.

Analysis

Based on the landlord's undisputed testimony I find that the tenant breached the fixed term tenancy agreement and is responsible for loss of revenue incurred by the landlord for the month of September 2010 in the amount of \$1200. I also find that the landlord is entitled to retain charges of \$278 from the security deposit as agreed in writing by the parties. The landlord has provided sufficient evidence in support of the landlord's claim for liquidated damages as an agreed pre-estimate of the landlord's costs to re-rent the rental unit. I grant the landlord \$600 in this respect. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$2128**. The security deposit will be off-set from this award. Calculation for Monetary Order is as follows:

Loss of rent revenue	\$1200.00
Agreed charges at end of tenancy	\$278.00
Liquidated damages clause in Tenancy Agreement	\$600.00
Filing Fees for the cost of this application	50.00
Less Security Deposit and interest <i>to date</i>	-600.00
Total Monetary Award	\$1528.00

Conclusion

I order that the landlord retain the deposit of \$600 in partial satisfaction of the monetary claim and **I grant** the landlord an Order under Section 67 of the Act for the balance due of **\$1528**. If necessary, this order may be filed in the Small Claims Court 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*.
