



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for unpaid rent, to keep all or part of the security deposit, money owed or compensation for damage or loss and recovery of the filing fee. The landlord participated in the conference call hearing but the tenants did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by registered mail. I found that the tenants had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence.

Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

Background and Evidence

This 1 year fixed term tenancy began September 17, 2010 with monthly rent of \$970.00 and the tenants paid a security deposit of \$485.00. The landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent on February 8, 2011.

The landlord testified that the tenants broke the fixed term lease and did not pay the February 2011 rent prior to vacating the rental unit. The landlord's tenancy agreement 2.10 (b) allows for liquidated damages in the amount of \$970.00 if the lease is broken and there is a loss of rental income for the following month. The landlord stated that the rental unit remains unrented at this time and there was a loss of rent for March 2011.

The landlord stated that the tenants also owe a \$25.00 late fee and \$28.56 for oven cleaning.

The landlord in this application is seeking \$1993.56 compensation for unpaid rent, loss and cleaning costs.

Analysis

Based on the documentary evidence and undisputed testimony of the landlord, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for unpaid rent, loss and cleaning costs. The tenants broke the fixed term lease, did not pay the rent, did not clean thoroughly clean the rental unit and the landlord suffered a financial loss.

I find that the landlord has established a claim for \$1993.56 compensation for unpaid rent, loss and cleaning costs.

The landlord is entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$1993.56 in unpaid rent, loss and cleaning costs. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$485.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$1558.56**. ($\$1993.56 - \$485.00 = \$1508.56 + \$50.00 = \1558.56)

A monetary order in the amount of **\$1558.56** has been issued to the landlord and a copy of it must be served on the tenant. If the amount 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: June 17, 2011.

Residential Tenancy Branch