

DECISION

Dispute Codes MNSD, MNR, MNDC, 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 9, 2011, the tenants did not participate in the conference call hearing. The landlord gave affirmed evidence.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

The landlord's undisputed testimony is as follows. The one year fixed tenancy began on December 1, 2010 and ended on March 1, 2011. The tenants were obligated to pay \$750 per month in rent in advance and at the outset of the tenancy the tenants paid a \$375.00 security deposit. The landlord testified to the following; the tenant gave notice on February 27, 2011 that he would be moving out at the end of the month, the landlord advised that he was able to rent the unit for March 6, 2011 at the same rate and was seeking a prorated amount of rent for March 1-6, and is seeking the lease breaking fee.

Conclusion

In summary, the landlord has been successful in the following claims:

Loss Revenue Mar 1-6 (prorated)	\$145.16
Lease Breaking Fee	\$ 350.00
Filing Fee	\$ 50.00
	\$
	\$
	\$
Total:	\$545.16

The landlord has established a claim for \$545.16. I order that the landlord retain the deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$170.16. 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*.

Dated: June 20, 2011.

Residential Tenancy Branch