



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC, MNR, MNSD

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The applicant testified that the respondent was served with notice of the hearing by registered mail that was mailed on June 27, 2011, however the respondent did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$2447.18, a request for recovery of the \$50.00 filing fee, and a request to retain the full security deposit towards the claim.

Background and Evidence

The applicant testified that:

- This tenancy began on June 24, 2011 and was for a fixed term ending November 30, 2011.
- The rent was set at \$1475.00 per month, and the security deposit of \$737.50 was paid.

- A few days after moving in the tenant gave notice that she was vacating the rental unit.
- A move-out inspection was done on June 11 and at that time the keys were returned except for the mail key which the tenant had lost.
- The rental unit was not re-rented until September 1, 2011.

The applicants are therefore requesting an order as follows:

Outstanding June 2011 rent	\$856.45
Outstanding June 2011 parking fee	\$26.13
Lost rental revenue for July 2011/liquidated damages	\$1475.00
Replace mailbox lock	\$89.60
Filing fee	\$50.00
Subtotal	\$2497.18
Credit for returning gate card	- \$50.00
Total	\$2447.18

Analysis

The tenant signed a six month fixed term tenancy agreement and breached the tenancy agreement well before the end of the term, and as a result the landlords suffered significant losses.

The tenant also lost a mailbox key and as a result the landlord had to have the mailbox lock punched out and replaced.

The tenant is bound by the fixed term tenancy agreement that she signed, and therefore it is my decision that I will allow the full amount claimed by the landlords.

Conclusion

I will allow the landlords full claim of \$2447.18, I therefore order that the landlords may retain the full security deposit of \$737.50 and have issued a monetary order in the amount of \$1709.68.

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: September 27, 2011.

Residential Tenancy Branch