



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord 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 tenant did not. The landlord presented evidence that the tenant was served with the application for dispute resolution and notice of hearing by registered mail 79596895868. I found that the tenant 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 fixed term tenancy began April 1, 2011 with monthly rent of \$650.00, utility charges of \$100.00 and the tenant paid a security deposit of \$325.00. The end date of the tenancy is noted as March 31, 2011.

On July 11, 2011 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent; the tenant has not filed to dispute this notice.

The landlord testified that the tenant's July 2011 rent cheque was returned NSF at which time the landlord issued a notice to end tenancy for unpaid rent. The landlord stated that the tenant then contacted them on July 18, 2011 stating that she would be vacating the rental unit and did vacate on July 28, 2011.

The landlord contacted the tenant to remind the tenant that per the signed tenancy agreement the tenant would be responsible for \$500.00 in liquidated damages for breaking the fixed term tenancy however the landlord stated that they ultimately made the decision to charge the tenant only \$250.00 in liquidated damages.

The landlord also advised the tenant that the \$100.00 for July utilities was still due and payable and that there was a \$25.00 NSF cheque charge due.

The landlord in this application is seeking a monetary order in the amount of \$1025.00 which is comprised of:

- \$650.00 July 2011 rent
- \$100.00 for July 2011 utilities
- \$25.00 NSF fee for July 2011 rent
- \$250.00 liquidated damages per #5 of the signed tenancy agreement

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, utilities, NSF cheques charge and liquidated damages.

Accordingly I find that the landlord is entitled to a monetary order for \$1025.00.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$1025.00 in unpaid rent, utilities, NSF fees and liquidated damages. 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 \$325.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$750.00**.

If the amount is not paid by the tenant(s), 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: November 23, 2011.

Residential Tenancy Branch