



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

A substantial amount of documentary 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(s) testified that the respondent(s) was served with notice of the hearing by registered mail that was mailed on November 15, 2011, however the respondent(s) 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 an Order of Possession based on the Notice to End Tenancy for non-payment of rent, a request for a monetary order in the amount of \$1725.00, and a request for recovery of the \$50.00 filing fee.

Background and Evidence

The applicant testified that:

- The tenant failed to pay the full October 2011 rent in the amount of \$1150.00 and therefore on October 2, 2011 the tenant was served with a 10 day Notice to End Tenancy for non-payment of rent.

- The tenant did not pay the outstanding rent or comply with the Notice to End Tenancy, and therefore on November 14, 2011 they applied for dispute resolution.
- The tenant subsequently vacated the rental unit on October 20, 2011 and therefore they no longer require an Order of Possession.
- The tenant has however failed to pay the outstanding rent for the month of October 2011.
- The tenant also signed a fixed term tenancy agreement of one year and since the tenant breached that tenancy agreement they are requesting liquidated damages as laid out in the tenancy agreement.

The applicants are therefore requesting an order as follows:

Rent outstanding for October 2011	\$1150.00
Liquidated damages	\$575.00
Filing fee	\$50.00
Total	\$1775.00

The applicants further request an order allowing them to keep the full security deposit towards the claim and request a monetary order be issued for the difference.

Analysis

It is my finding that the landlords have shown that the tenant has failed to pay the full October 2011 rent of \$1150.00 and therefore I allow that portion of the claim.

The tenant also signed a one-year fixed term tenancy agreement that had a liquidated damages clause that required the tenant to pay \$575.00 if the tenant breached the tenancy agreement. In this case is my finding that the tenant did breach the tenancy agreement by failing to pay the October 2011 rent and therefore I allow the landlords claim for liquidated damages.

I also order recovery of the \$50.00 filing fee.

Conclusion

I have allowed the landlords full claim of \$1775.00 and I therefore order that the landlords may retain the full security deposit of \$575.00 and have issued a monetary order in the amount of \$1200.00.

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 30, 2011.

Residential Tenancy Branch