



# 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 the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 9:48 a.m. in order to enable him to connect with this teleconference hearing scheduled for 9:30 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. The landlord testified that a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) was posted on the tenant's door on January 6, 2012. The landlord entered written evidence to confirm that a copy of the landlord's dispute resolution hearing package was sent to the tenant by registered mail on January 19, 2012. The landlord provided a copy of the Canada Post Tracking Number and Customer Receipt to confirm this mailing. I am satisfied that the landlord has served these documents to the tenant in accordance with the *Act*.

### Issues(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent and losses arising out of this tenancy? Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested? Is the landlord entitled to recover the filing fee for this application from the tenant?

### Background and Evidence

This one-year fixed term tenancy commenced on April 23, 2011. Monthly rent was set at \$750.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$375.00 security deposit paid on April 23, 2011.

The landlord testified that the tenant vacated the rental premises on January 16, 2012, in accordance with the effective date identified in the landlord's 10 Day Notice. The landlord applied for a monetary award of \$1,097.50 plus the recovery of the \$50.00 filing fee for this application. The monetary award included the landlord's claim for \$747.50 in unpaid rent for January 2012, which remains outstanding, and a \$350.00 "lease break fee" as set out in the residential tenancy agreement, to be invoked in the event that the tenant ended his tenancy prematurely.

### Analysis

Based on the undisputed evidence presented by the landlord, I find that the landlord is entitled to a monetary award of the \$747.50 claimed by the landlord for unpaid rent for January 2012. I also find that the landlord is entitled to a monetary award of \$350.00 in liquidated damages as per the above-noted provisions of the residential tenancy agreement due to the premature end to this tenancy. I allow the landlord to retain the tenant's security deposit in partial satisfaction of the monetary award issued in this decision. Since the landlord has been successful in this application, I allow the landlord to recover the \$50.00 filing fee from the tenant.

### Conclusion

I issue a monetary Order in the landlord's favour in the following terms which allows the landlord to recover unpaid rent, losses arising out of this tenancy and the filing fee for this application and to retain the tenant's security deposit:

<b>Item</b>	<b>Amount</b>
Unpaid January 2012 Rent	\$747.50
Liquidated Damages	350.00
Less Security Deposit	-375.00
Recovery of Filing Fee for this application	50.00
<b>Total Monetary Order</b>	<b>\$772.50</b>

The landlord is provided with these Orders in the above terms and the tenant must be served with a copy of these Orders as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: March 23, 2012

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Residential Tenancy Branch