



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MND, MNSD and FF

Introduction

This application was brought by the landlord on February 15, 2012 seeking a monetary award for loss of rent, liquidated damages, a strata move-out fee, recovery of the filing fee for this proceeding and authorization to retain the tenants security deposit in set off against the balance owed.

Issue(s) to be Decided

This matter now requires a decision on whether the landlord is entitled to a monetary award for the claims submitted and authorization to retain the security deposit in set off.

Background and Evidence

This tenancy began on November 1, 2011 under a fixed term rental agreement set to end on April 30, 2013. Rent was \$1,395 per month and the landlord holds a security deposit of \$697.50 paid on September 30, 2011.

The tenancy ended on February 1, 2012 after the tenant gave notice by email on December 30, 2011 that he was being transferred by his employer to another city and would have to leave the tenancy early.

During the hearing, the landlord gave evidence that he had begun advertising the rental unit shortly after having received the tenant's notice and he was able to sign a new tenancy beginning March 1, 2012.

The landlord claimed liquidated damages of \$400, rent/loss of rent for February 2012 of \$1,395, a \$100 move-out fee imposed by the strata corporation, \$134.40 for carpet cleaning, recovery of the \$50 filing fee for this proceeding and authorization to retain the section deposit of \$697.50 in set off.

Analysis

The tenant's agent stated that the tenant concurred with all of the landlord's claims and only asked for the landlord's cooperation in creating a mutually agreeable repayment schedule.

The tenant's agent stated that she did not have the tenant's new address at hand. However, she stated that the forwarding address provided by the tenant was her address and she gave assurance that all correspondence sent to the tenant in her care would be forwarded to him.

Thus, I find that the tenant owes to the landlord an amount calculated as follows:

Loss of rent for February 2012	\$1,395.00
Move-out fee	100.00
Carpet cleaning	134.54
Filing fee	<u>50.00</u>
Sub total	\$2,079.54
Less retained security deposit (No interest due)	<u>- 697.50</u>
TOTAL	\$1,382.04

Conclusion

In addition to authorization to retain the tenants' security deposit in set off, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia for **\$1,382.04** for service on the tenant.

The tenant's agent gave assurance that, while she did not have the tenant's forwarding address at hand, she would accept correspondence sent to him in care of her name and address and forward it to the tenant.

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: April 19, 2012.

Residential Tenancy Branch