



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND MNSD MNDC FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

The landlord named two tenants, JA and JW, as respondents in this application. The landlord obtained their current addresses from a credit report, and served the application for dispute resolution and notice of hearing on both respondents by registered mail on February 15, 2012. The landlord stated that the Canada Post website showed that JA received and signed for her package on February 24, 2012. JW's package was returned to the landlord. I found that JA was served with notice of the hearing. I was not satisfied that JW was deemed served, and removed JW's name as respondent in this application.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on December 1, 2010 as a fixed term tenancy to end on November 30, 2011. Rent in the amount of \$1650 was payable in advance on the first day of each month. The tenant was responsible for one third of utilities. The tenancy agreement contains a clause which states that if the tenant ends the tenancy before the end of the fixed term, the tenant must pay liquidated damages of \$400. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$825, and a pet deposit of \$825.

In the beginning of February 2011, the tenants gave verbal notice of their intention to vacate the rental unit. The tenants vacated the unit on February 28, 2011.

The landlord has claimed the following monetary amounts:

- 1) Unpaid utilities of \$178.11;
- 2) \$213.66 for steam cleaning;
- 3) \$266.66 for the balance of the liquidated damages amount;
- 4) \$2475 in lost revenue for March and half of April 2011 – as soon as the landlord received the tenants' verbal notice to vacate, he began taking steps to re-rent the unit, including showing the unit in February 2011, but he was unable to re-rent until April 15, 2011;
- 5) \$750 for the balance of rent for the remainder of the fixed term (April 15, 2011 to November 30, 2011) – the landlord was only able to re-rent the unit for \$100 less per month.

### Analysis

Based on the landlord's undisputed evidence, I find that he is entitled to his monetary claim in its entirety.

As the landlord's claim was successful, he is also entitled to recovery of the \$50 filing fee for the cost of his application.

### Conclusion

The landlord is entitled to \$3933.43. I order that the landlord retain the security and pet deposits of \$1650 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2283.43. This order may be filed in the Small Claims Court 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: May 4, 2012.

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Residential Tenancy Branch