



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Wall Financial Corporation  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNDC, MNR, MNSD, FF

### Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit, site or property, for money owed or compensation for damage or loss, for unpaid rent or utilities, to keep all or part of the security deposit and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend or submit any documentary evidence. The Landlord states that the Tenant was served with an amended application on March 1, 2013 by Canada Post Registered Mail and has submitted a copy of the Customer Receipt Tracking Number as confirmation. As such, I am satisfied that both parties have been properly served with the notice of hearing package and evidence.

### Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

### Background and Evidence

This Tenancy began on October 1, 2012 on a fixed term tenancy for 1 year to end on September 30, 2013 as shown by the submitted copy of the signed tenancy agreement. The Tenancy ended on December 9, 2012. The monthly rent was \$875.00 payable on the 1<sup>st</sup> of each month and a security deposit of \$437.50 and a pet damage deposit of \$200.00 was paid.

The Landlord seeks a monetary order for \$2,993.40. This consists of \$20.00 for a late rent fee for October 2012, \$20.00 for a late rent fee for November 2012, \$50.00 for a filing fee on another hearing, \$30.00 for November rent arrears, \$875.00 for December unpaid rent, \$20.00 for a late rent fee for December 2012, \$358.40 for carpet replacement, \$60.00 for key/lock replacements, \$75.00 for garbage removal, \$60.00 for general cleaning, \$300.00 for liquidated damages for breaching the tenancy agreement,

\$200.00 for recovery of the rental incentive and \$875.00 for January rent loss. The Landlord has provided copies of a Tenant Ledger, internal invoices for charges, copies of advertising ads in the newspaper and internet and a copy of an incomplete condition inspection report for the move-out in support of this application.

### Analysis

I accept the undisputed testimony of the Landlord and find on a balance of probabilities that the Landlord has established a monetary claim based upon the evidence provided. However, the Landlord seeks to claim both \$300.00 in liquidated damages and January rent loss of \$875.00. I find as per the Residential Tenancy Policy Guidelines that the Landlord cannot seek compensation for both in this case. On this basis, I grant the Landlord the greater of the two amounts as this falls within the monetary claim sought. The monetary request for the \$300.00 liquidated damages clause is dismissed as the Landlord cannot invoke a termination of the Tenancy Agreement through the liquidated damages clause and also seek loss of rental income by continuing to seek compensation for the fixed term tenancy. The Landlord's claim for recovery of \$50.00 from another Arbitration Hearing is dismissed. The Landlord has also failed to provide sufficient details to satisfy me on the \$30.00 sought for November rent arrears.

The Landlord has established a monetary claim of \$2,613.40. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$637.50 combined deposits in partial satisfaction of the claim and I grant a monetary order for \$2,025.90. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The Landlord is granted a monetary order for \$2,025.90.  
The Landlord may retain the combined pet damage and security deposits.

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 15, 2013

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Residential Tenancy Branch

