



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding EAR Holdings Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNSD, MNDC, FF, O

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damage to the unit – Section 67;
2. A Monetary Order for compensation for loss – Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that each Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenants did not attend the hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Preliminary Matter

During the Hearing, the Landlord stated that they are only seeking compensation in relation to the Tenants’ over holding of the unit and for recovery of the filing fee.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

### Background and Evidence

The tenancy started on March 1, 2012 and ended on October 12, 2012. Rent of \$825.00 was payable monthly. At the outset of the tenancy the Landlord collected \$412.50 as a security deposit. The Tenants were required to move out of the unit at the end of the lease on September 30, 2012 and no rent was paid by the Tenants for the twelve days they remained in the unit in October 2012. The Landlord claims \$319.32 calculated from a \$26.61 per diem cost for the twelve days.

### Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established. Based on the undisputed evidence of the Landlord, I find that the Tenants remained in the unit for twelve days past the end date of the tenancy and that the Landlord is therefore entitled to compensation of **\$319.32**. The Landlord is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$369.32**. I order the Landlord to retain this amount from the **\$412.50** security deposit plus zero interest and to return the remaining **\$43.18** to the Tenants forthwith.

### Conclusion

I Order the Landlord to retain the amount of \$369.32 from the security deposit plus interest in the amount of \$412.40 in full satisfaction of the claim.

I grant the Tenant an order under Section 67 of the Act for the amount of \$43.18. If necessary, 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: March 05, 2013

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Residential Tenancy Branch

