



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: MNR, MNSD MND, MNDC, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent, loss of income, cost of repairs and cleaning, liquidated damages and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim.

The landlord testified that the tenant was served with the notice of hearing on January 30, 2013 by registered mail. The landlord filed a copy of the tracking slip. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid rent, loss of income, cost of repairs and cleaning, liquidated damages and for the recovery of the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on April 01, 2012 for a fixed term of one year. The tenant moved out on November 18, 2012. The monthly rent was \$720.00 payable on the first of each month. Prior to moving in, the tenant paid a security deposit of \$360.00. The landlord filed a copy of the tenancy agreement which contains a clause regarding the payment of a late fee of \$20.00 for rent paid after the first of each month.

The landlord stated that the tenant failed to pay rent for November 2012 and moved out on November 18, 2012. A new tenant was found for December 15, 2012. The landlord is claiming rent for November in the amount of \$720.00, a late fee of \$20.00 and the loss of income for half of December 2012, in the amount of \$325.16.

On November 29, 2012, the tenant attended a move out inspection and agreed to pay for the cost of cleaning, painting, incentive recovery and liquidated damages. The landlord filed a copy of an agreement signed by the tenant. The tenant has initialled each of the items that he has agreed to pay for, which totals \$979.00.

Analysis

In the absence of evidence to the contrary, I find that the tenant did not pay rent for November and moved out on November 18, 2012 resulting in a loss of income for a portion of the month of December 2012. Therefore, I find that the landlord is entitled to rent for November 2012 (\$720.00), late fee (\$20.00) and loss of income (\$325.16) in the total amount of \$1,065.16.00. Since the landlord has proven her case, she is entitled to the recovery of the filing fee of \$50.00.

As per the agreement signed by the tenant on November 29, 2012, I find that the landlord has established a claim in the amount of \$979.00 for cleaning, painting, rental incentive recovery and liquidated damages.

Overall the landlord has established a claim of \$2,094.16. I order that the landlord retain the security deposit of \$360.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$1,734.16. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order of **\$1,734.16**.

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 23, 2013

Residential Tenancy Branch

