



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Hollyburn Estates Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, MNDC, FF

### Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking a monetary order for money owed or compensation for damage or loss, for authority to retain the tenant's security deposit, and for recovery of the filing fee.

The landlord's agent (hereafter "landlord") attended the telephone conference call hearing; the tenant did not attend.

The landlord testified and provided documentary evidence that the tenant was served with their Application for Dispute Resolution and Notice of Hearing by registered mail on August 23, 2013. The landlord testified that the address used to send by registered mail was the written forwarding address provided by the tenant on the move-out condition inspection report.

Based upon the submissions of the landlord, I find the tenant was served notice of this hearing in a manner complying with section 89 of the Residential Tenancy Act (the "Act") and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present her evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation and to recover the filing fee?

Background and Evidence

The documentary evidence shows that this one year, fixed term tenancy began on June 22, 2013, the fixed term was through June 30, 2014, monthly rent was \$1720, and the tenant paid a security deposit of \$860 at the beginning of the tenancy.

The landlord testified that the tenant vacated the rental unit on August 10, 2013.

The landlord's monetary claim was \$6880, comprised of anticipated loss of rent revenue for September through December, 2013, to be adjusted post application date, depending on when or if the rental unit was re-rented, in consideration of the tenancy being for a fixed term.

The landlord testified and supplied documentary evidence that they immediately began marketing and advertising the rental unit and were successful in re-renting, effective September 19, 2013.

The landlord testified although the tenant ultimately paid the rent for September, they were still seeking authority to keep the tenant's security deposit, for the lease breaking fee of \$300, and the filing fee of \$50.

The landlord submitted that, after giving the tenant credit for key fobs, another minor credit, and the rent payment made by the tenant, the landlord will return the amount of \$1369.74 to the tenant.

Analysis

Upon consideration of the undisputed evidence, I find the landlord is entitled to retain the tenant's security deposit, as the landlord made an application for dispute resolution to retain the said deposit within 15 days of the end of the tenancy, pursuant to section 38 of the Act.

I also find the landlord is entitled to the lease break fee of \$300, pursuant to the terms of the tenancy agreement signed by the parties, in consideration of the tenant vacating the rental unit prior to the end of the fixed term.

I also find the landlord is entitled to recover the filing fee of \$50.

I accept that the landlord will return to the tenant the amount of \$1369.74, as submitted by the landlord during the hearing.

As the landlord will be returning funds to the tenant, I find the landlord does not require a monetary order for the amount they are entitled to recover, as noted above.

### Conclusion

The landlord's application has been granted.

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: November 29, 2013

---

Residential Tenancy Branch

