



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNR, MDSD & FF

Introduction

A hearing was conducted by conference call in the presence of a representative of the applicant and in the absence of the respondent although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the tenant by mailing, by registered mail to the forwarding address provided by the tenant on September 24, 2013. The landlord testified the tenant acknowledged receipt of the package on October 1, 2013. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to A Monetary Order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- c. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on February 15, 2013 and end on February 28, 2014. The rent is \$1 150 per month in advance payable on the first day of each month. The tenant paid a security deposit of \$575.

The tenant(s) vacated the rental unit on June 30, 2013.

Analysis - Monetary Order and Cost of Filing fee

Where a tenant has entered into a fixed term tenancy, the tenant is responsible to pay the rent for the term of the fixed term unless it can be established that a landlord has failed to mitigate their loss or the landlord has breached a material term of the tenancy and the tenant has ended the tenancy in manner set out in the Residential Tenancy Act. I determined the landlord sufficiently attempted to mitigate their loss but were unable to rent the rental unit until a new tenant took possession on August 15, 2013. There is no evidence the landlord breached a material term of the tenancy.

I determined the landlord is entitled to \$1150 for loss of rent for July and \$575 for loss of rent for August (to August 15, 2013). In addition the landlord is entitled to \$500 pursuant the liquidated damage clause in the tenancy agreement. **I granted the landlord a monetary order in the sum of \$2225 plus the sum of \$50 in respect of the filing fee for a total of \$2275.**

Security Deposit

I determined the security deposit plus interest totals the sum of \$575. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$1700.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: December 18, 2013

Residential Tenancy Branch

