



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PORTE REALTY LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR, 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, for the return of compensation and for the recovery of the filing fee.

The landlord testified that he served the tenant with the notice of hearing on February 05, 2014 in person. 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?

Background and Evidence

The landlord testified that the tenancy started on December 01, 2013 for a fixed term of one year. The monthly rent was \$880.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$440.00.

On January 09, 2014, the parties entered into a mutual agreement. The landlord filed a copy of the signed agreement. The tenant agreed to move out on or before January 31, 2014. The landlord returned the tenant's security deposit in full that day and provided the tenant with a moving allowance of \$300.00.

A clause in this agreement states that the tenant understood that in the event he did not move out by January 31, 2014, he would return the moving allowance of \$300.00 to the landlord.

The tenant breached the agreement and did not move out by January 31, 2014. He moved out on February 11, 2014. The landlord is claiming the return of the moving allowance, prorated rent for February and the recovery of the filing fee.

Analysis

Based on the sworn testimony of the landlord and in the absence of evidence to the contrary, I find that the tenant breached the terms of the mutual agreement and must return the moving allowance of \$300.00 to the landlord. In addition the landlord is claiming prorated rent for February in the amount of \$345.00. I find that the landlord is entitled to this claim. Since the landlord has proven his case, he is entitled to the recovery of the filing fee of \$50.00.

Overall the landlord has established a claim of \$695.00. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for this amount. 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 **\$695.00**.

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 20, 2014

Residential Tenancy Branch

