



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes MNR, MNDC, FF

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 unpaid rent - Section 67;
2. A Monetary Order for compensation for loss – Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing. I accept the Landlord's evidence that the 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 Landlord was given full opportunity to be heard, to present evidence and to make submissions.

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 May 1, 2013 on a fixed term to April 30, 2014. The tenancy ended on November 12, 2013. Rent of \$1,050.00 was payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$525.00 as a security deposit and \$100.00 as a deposit for the keys and fob. The tenancy agreement provides for liquidated damages of \$805.33 if the Tenant breaches a material term of the tenancy that causes the Landlord to end the tenancy before the fixed term date.

The Tenant failed to pay November 2013 rent or the liquidated damages amount. The Tenant returned the keys and fob and left the unit clean and undamaged. The Landlord claims both the unpaid rent and the liquidated damages.

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.

Given the tenancy agreement on the rent payable and liquidated damages, and considering the undisputed evidence of the Landlord, I find that the Landlord is entitled to **\$1,050.00** in unpaid rent and **\$805.33** in liquidated damages. The Landlord is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$1,905.33**.

Deducting the security deposit of **\$525.00** plus zero interest plus the keys deposit of **\$100.00** leaves **\$1,280.33** owed by the Tenant to the Landlord.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$525.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for **\$1,280.33**. 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: April 01, 2014

Residential Tenancy Branch

