



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD, FF

### Introduction

This is an application filed by the landlord for a monetary order for money owed or compensation for damage or loss, to keep all or part of the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave undisputed testimony. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documentary evidence, I am satisfied that both parties have been properly served.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order?  
Is the landlord entitled to retain the security deposit?

### Background and Evidence

This tenancy began on May 1, 2014 on a fixed term tenancy ending on April 30, 2015 as shown by the submitted copy of the signed tenancy agreement. The monthly rent was \$770.00 payable on the 1<sup>st</sup> of each month and a security deposit of \$385.00 was paid.

The landlord states that the tenant signed the tenancy agreement on April 10, 2014 and cancelled the fixed term tenancy and provided his forwarding address in writing on April 24, 2014. The landlord states that they were able to re-rent the unit on May 3, 2014. The landlord seeks compensation of \$350.00 for liquidated damages under section 5 of the signed tenancy agreement and \$49.68 for recovery of 2 days of rent pro-rated at \$24.84 per day, for a total claim of \$399.68. The tenant has confirmed the landlord's evidence in their direct testimony and states that they are not disputing the claim. The

tenant states that the landlord cashed the security deposit cheque of \$385.00 and the 1<sup>st</sup> month's rent of \$770.00 and has not returned it for a total of \$1,155.00. The landlord has confirmed this in her direct testimony stating that a cheque was returned to the tenant by regular mail. The tenant stated that it has not yet been received. The landlord stated that it would be cancelled and the balance from this monetary claim would be forwarded to the tenant.

### Analysis

I accept the undisputed evidence of both parties and find that a claim for \$399.68 has been established. The landlord has provided evidence to support the claim of a \$350.00 liquidated damages clause and for \$49.68 for the loss of pro-rated rent of 2 days.

The landlord is entitled to recovery of the \$50.00 filing fee. The landlord has established a monetary claim of \$449.68. I order that the landlord retain the \$385.00 security deposit in partial satisfaction of the claim and I grant a monetary order for the balance due of \$64.68. This order may be filed in the Small Claim Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The landlord is granted a monetary order for \$64.68.  
The landlord may retain the security deposit.

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: September 18, 2014

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Residential Tenancy Branch

