



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, MNDC, FF

### Introduction

This is an application for a Monetary Order for \$2031.91, a request to retain the full security deposit towards the claim, and a request for recovery of the \$50.00 filing fee.

A substantial amount of documentary evidence and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The applicant testified that the respondent was served with notice of the hearing by registered mail that was mailed to the forwarding address provided by the respondent/tenant; however the respondent did not join the conference call that was set up for the hearing.

Documents sent by registered mail are deemed served five days after mailing and therefore it's my finding that the respondent has been properly served with notice of today's hearing. I therefore proceeded with the hearing in the respondent's absence.

All testimony was taken under affirmation.

Issue(s) to be Decided

Have the applicants established a monetary claim against the respondent, and if so in what amount?

Background and Evidence

The applicant testified that:

- This tenancy began on September 7, 2013 with a fixed term of eight months and a monthly rent of \$1400.00.
- The tenant paid a security deposit of \$700.00.
- On March 5, 2014 the respondent/tenant gave notice that he was vacating on March 31, 2014, 1 month before the end of the fixed term.
- The tenant vacated the rental unit on March 31, 2014 and since they were unable to re-rent the unit for the month of April 2014, they lost the rental revenue for that month.
- The tenant also failed to pay the \$50.00 parking fee, and that was agreed upon in the tenancy agreement, for the month of March 2014.
- The tenant was also to pay for Internet service and failed to do so during the tenancy.
- The tenant also paid the rent late on 4 occasions and therefore the \$25.00 late fee clause comes into effect for those months.

They are therefore requesting a Monetary Order as follows:

April 2014 lost rental revenue	\$1400.00
March 2014 parking fee	\$50.00
Outstanding Internet utility bills	\$481.91
Late fees 4 X \$25.00	\$100.00
Filing fee	\$50.00
Total	\$2081.91

Analysis

It is my finding that the tenant breached a fixed term tenancy agreement and also failed to give the required notice to end tenancy, and as a result the landlord lost the rental revenue for the month of April 2014, and I therefore allow that portion of the landlords claim.

The tenant had also agreed to pay a \$50.00 per month parking fee and failed to do so for the month of March 2014. I therefore also allow a portion of the claim.

I will not allow the claim for Internet costs, as the landlord has provided no evidence to show that the tenant ever agreed to pay for Internet costs.

The landlord has shown that the tenant paid the rent late on 4 occasions, and therefore I will allow the landlords claim for \$100.00 in late fees as required in the tenancy agreement.

I also allow the request for recovery of the \$50.00 filing fee. Therefore the total amount of the claim that I have allowed is as follows:

April 2014 lost rental revenue	\$1400.00
March 2014 parking fee	\$50.00
Late fees 4 X \$25.00	\$100.00
Filing fee	\$50.00
Total	\$1600.00

Conclusion

I have allowed \$1600.00 of the applicants claim and I therefore Order that the applicants may retain the full security deposit of \$700.00, and have issued a Monetary Order in the amount of \$900.00.

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: September 03, 2014

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Residential Tenancy Branch

