



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

The landlord participated in the teleconference hearing, but the tenant did not call into the hearing. The landlord submitted evidence that she served the tenant with the application for dispute resolution and notice of hearing by registered mail sent on November 14, 2014. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the tenant was deemed served with notice of the hearing on November 19, 2014, and I proceeded with the hearing in the absence of the tenant.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on May 1, 2014 as a fixed-term tenancy to end on April 30, 2015. Rent in the amount of \$1350.00 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$675.00.

The landlord stated that on October 4, 2014 the tenant texted the landlord and gave several reasons why he wanted to move out. The landlord stated that on October 6, 2014 the tenant's girlfriend served the landlord with a letter, in which she indicated that they planned to move out. The landlord stated that the tenant and his girlfriend moved out on October 31, 2014.

The landlord stated that she was able to re-rent the unit in November 2014. The landlord submitted evidence, including bills and a per diem calculation, to show that the tenant owed utilities totalling \$228.34. The landlord has claimed this amount, and she also wishes to keep the balance of the security deposit for "urgent advertisement

activities” because the tenant breached the lease. The landlord did not provide any specific evidence of advertising costs, and the tenancy agreement does not contain a liquidated damages clause.

Analysis

I find that the landlord has provided sufficient evidence to establish her claim for \$228.34 for unpaid utilities. The landlord has not provided sufficient evidence of her costs for advertising, and the tenancy agreement does not contain a liquidated damages clause. I therefore find that the landlord is not entitled to any amount for “urgent advertisement activities.”

As the landlord’s application was partially successful, she is also entitled to recovery of the \$50 filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$278.34. I order that the landlord retain this amount from the security deposit of \$675.00 in full satisfaction of her award.

The tenant is entitled to recovery of the balance of the security deposit. I grant the tenant an order under section 67 for the balance due of \$396.66. 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: July 17, 2015

Residential Tenancy Branch