



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Greater Victoria Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This matter dealt with an application by the landlord for a Monetary Order for compensation for unpaid rent or loss of revenue, repairs to the rental unit, to recover the filing fee for this proceeding and to keep the tenants' security deposit in partial payment of those amounts. Only the landlord's agents attended.

Issues(s) to be Decided

Is the Landlord entitled to compensation for loss of rent and repairs and if so, how much?

Background and Evidence

The landlord's agent RM testified that he served the tenants with copies of this application and the evidence on August 24, 2015 by registered mail. I verified this with reference to Canada Post's web site. I therefore find that the tenants were served with the documents on April 24, 2015.

Based upon the evidence of RM I find that this fixed term tenancy started on December 1, 2104 and ended before the expiration of the term on April 8, 2014 when the tenants moved out. Rent was \$ 1,200.00 per month payable in advance on the 1st day of each month. The tenants paid a security deposit of \$ 600.00 on November 25, 2015

RM testified that pursuant to the tenancy agreement the tenants were responsible for liquidated damages amounting to \$ 300.00 as they ended the tenancy prior to November 30, 2015 being the expiry of the fixed term tenancy.

The landlord claimed for \$ 600.00 representing the unpaid portion of the rent for April. The landlord's agent RM stated that it took five to ten days to fix up and clean the unit and it was not re-rented until May 1, 2015.

In addition the landlord claimed for \$ 185.00 as the cost of repairing a bathroom door and replacing a light fixture. The tenants had agreed to the liquidated damages and repairs by signing the move out inspection report dated April 8, 2015.

Analysis

I find based upon the evidence of RM and in absence of any evidence from the tenants that the landlord has proven a loss of rent or revenue for April amounting to \$ 600.00, liquidated damages amounting to \$ 300.00 and repairs amounting to \$ 185.00. However as the landlord had only claimed the sum of \$ 140.00 for repairs on this application I allow only that amount. I find that the landlord has proven a total claim of \$ 1,040.00. As the landlord has been successful in this matter, I find pursuant to s. 72 of the Act that they are also entitled to recover the \$50.00 filing fee for this proceeding. I order the landlord pursuant to s. 38(4) of the Act to retain the tenants' security deposit inclusive of interest amounting to \$ 600.00 in partial payment of the claim. The landlord will receive a Monetary Order for the balance owing of \$ 490.00.

Calculation of Monetary Award

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|--|------------------|
| Loss of revenue or arrears (April) | \$ 600.00 |
| Liquidated damages | \$ 300.00 |
| Door and light fixture replacement | \$ 140.00 |
| Filing Fees for the cost of this application | \$ 50.00 |
| Less Security Deposit and interest | - \$ 600.00 |
| Total Monetary Award | \$ 490.00 |

Conclusion

In summary I ordered that the respondents pay to the applicant the sum of \$ 1,040.00 in respect of this claim plus the sum of \$ 50.00 in respect of the filing fee for a total of \$ 1,090.00. I order that the landlord retain the security deposit amounting to \$ 600.00 inclusive of interest. I grant the landlord a Monetary Order in the amount of **\$ 490.00** and a copy of it must be served on the tenants. If the amount is not paid the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: September 29, 2015

Residential Tenancy Branch

