



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, SS, FF

### Introduction

The landlord applies for a monetary award for unpaid rent loss of rental income, cleaning costs, late and NSF fees and liquidated damages.

The tenant did not attend the hearing within 15 minutes after its scheduled start time.

The landlord testifies that she sent the application for dispute resolution and the notice of this hearing to the tenant by registered mail. The mail was addressed to a new address for the tenant based on a copy of a new tenancy agreement the tenant had left, likely inadvertently, in this rental unit when she vacated. The landlord says that she called the tenant's new landlord shown in the agreement, a property management company for which the landlord had previously worked, and confirmed that the tenant was that company's tenant at the new address.

The registered mail sent to that address (tracking number shown on cover page of this decision) indicates that it was "unclaimed by recipient."

On this evidence I find that the tenant has been duly served in accordance with s. 89 of the *Residential Tenancy Act*.

On the landlord's uncontested evidence I award her the following:

1. \$365.40 paid for disposal of the tenant's furniture and garbage,
2. \$99.00 for carpet cleaning,
3. \$1395.00 for unpaid November 2015 rent,
4. \$1395.00 for loss of December 2015 rental income,
5. \$25.00 for a tenant rent cheque returned due to lack of funds, as per clause 10 of the tenancy agreement,
6. \$50.00 for two late fees as per clause 10 of the tenancy agreement,

7. \$250.00 (not \$500.00 as claimed) liquidated damages for the tenant's early termination of this fixed term tenancy, as per clause 5 of the tenancy agreement,
8. \$200.00 for agreed utility fees for December 2016, and
9. \$100.00 recovery of the filing fee for this application.

From this total award of \$3879.40 I authorize the landlord to retain the \$697.50 security deposit in reduction of the award.

There will be a monetary order against the tenant for the remainder of \$3181.90.

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: June 30, 2016

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Residential Tenancy Branch