



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Decision Codes: FF, MNR, MND, MNSD & MNDC

### Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. A monetary order in the sum of \$2558.10 for unpaid rent, hydro and liquidated damages.
- b. An order to keep the security deposit.

A hearing was conducted by conference call in the presence of a representative of the landlord and in the absence of the Tenant although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the Tenant on February 2, 2018. With respect to each of the applicant's claims I find as follows:

### Issues to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?

### Background and Evidence:

The parties entered into a written fixed term tenancy agreement that provided that the tenancy would start on September 15, 2017 and was to end on September 30, 2018. The tenancy agreement provided that the tenant(s) would pay rent of \$1700 per month payable in advance on the first day of each month.

The tenant paid a security deposit of \$50 to hold the unit prior to taking possession. She was supposed to pay a further \$850 for a security deposit but she cancelled the e-transfer. The landlord holds \$50 for a security deposit.

The tenant vacated the rental unit on November 8, 2017. The landlord was not able to re-rent the rental unit for November despite sufficiently attempting to mitigate their loss by advertising on various on-line sites. The tenant has not provided the landlord with a forwarding address.

### Monetary Order and Cost of Filing fee

With respect to each of the landlord's claims I find as follows:

- a. I determined the landlord is entitled to the sum of \$1700 for non-payment of rent for November 2018.
- b. I determined the landlord is entitled to \$358.10 for the failure of the Tenant to pay hydro for the period of time that she was in the residence.

- c. I determined the landlord is entitled to \$500 for liquidated damages as provided in the tenancy agreement. I determined the amount claimed was reasonable pre-estimation of the loss and is not a penalty.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$2558.10.

Security Deposit

I determined the security deposit held by the landlord is the sum of \$50. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$2508.10.

Conclusion:

I ordered that the landlord shall retain the security deposit of \$50. In addition I further ordered that Tenant pay to the landlord the sum of \$2508.10.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

**This decision is final and binding on the parties.**

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: March 08, 2018

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Residential Tenancy Branch