



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

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. An agent for the landlord and both tenants participated in the teleconference hearing.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on January 1, 2009 as a one-year fixed term lease with monthly rent of \$850. The tenancy agreement includes a liquidated damages clause requiring that if the tenants ended the tenancy before the end of the fixed term, they would be subject to a liquidated damages fee of \$425. On December 12, 2008, the landlord collected a security deposit from the tenants in the amount of \$425. The tenants failed to pay rent on January 1, 2009. On January 7, 2009 the landlord received an email from the tenants stating that they were vacating effective immediately, on the basis that the tenants discovered the rental building was referred to on "the Bed Bug Registry." On January 12, 2009 the landlord received a letter from the tenants outlining essentially the same information as was contained in the email. The landlord seeks \$850 for the rent for January 2009 and \$425 for liquidated damages.

The tenants stated that they felt they had no choice but to move out once they discovered the building was listed on the Bed Bug Registry. The tenants made several attempts to contact the landlord and receive verification that the building was not

currently infested with bedbugs, but the landlord was not available. The tenants acknowledged that they did not find any bed bugs in their rental unit.

Analysis

The tenants failed to pay rent when it was due on January 1, 2009. The tenants chose to move out and end the tenancy rather than take reasonable steps to notify the landlord of their concerns and seek to have the issue resolved either with the landlord or through an application for dispute resolution. I find that the tenants had no grounds for withholding the rent or terminating the tenancy without notice. The landlord is entitled to \$850 in unpaid rent for January 2009, as well as the \$425 claimed for liquidated damages. The landlord is also entitled to recovery of the \$50 filing fee, for a total of \$1325.

Conclusion

I order that the landlord retain the deposit and interest of \$425.35 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$899.65. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated April 2, 2009.