



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

Decision

Dispute Codes:

MNR

MNSD

FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for rent owed, loss of rent, liquidated damages and an order to retain the security deposit in partial satisfaction of the claim.

Both parties appeared and each gave testimonial evidence in turn.

Issue(s) to be Decided

The landlord seeks a monetary order claiming unpaid rent and losses of \$2,125.00

The issue to be determined, based on the testimony and evidence, is whether or not the landlord is entitled to monetary compensation for rental arrears owed and whether the landlord incurred loss of rent due to the tenant vacating early.

Background and Evidence

The landlord testified that the tenancy began on March 2009 for a fixed term to end on February 28, 2010, with rent set at \$850.00 at which time the tenant paid a security deposit of \$425.00. The landlord testified that at the end of May the tenant gave notice to move on June 30th, 2009. The tenant paid half a month's

rent for June with the intention that the landlord could retain the security deposit for the remainder of the rent for June. The landlord testified that he advised the tenant that this was not permissible and the tenant placed a stop-pay on the cheque. The landlord testified that a Ten-Day Notice was issued and the tenant moved out in mid-June. The landlord testified that , although the unit was advertised, a new tenant was not found until August 2009 and the landlord is therefore claiming the rent owed for June in the amount of \$850.00, loss of rent of \$850.00 for July 2009 and \$425.00 liquidated damages, (reduced from the \$850.00 specified in the tenancy agreement.

The tenant testified that the previous landlord had made several commitments which the new landlord did not acknowledged, including permission to terminate the lease earlier than the term specified. The landlord had also promised that a fence would be constructed around the property, which was never completed. The tenant stated that her requests for the fence had no effect and that because of the fact that there was no fence, the tenant and her small elderly dog were attacked by a neighboring Rottweiler one day and the tenant was mauled. The tenant testified that she complied with the Ten-day Notice and vacated mid month. The tenant does not feel that she should be held responsible for charges relating to breaking the lease and that the landlord should merely keep the security deposit as full satisfaction of all debts.

A mediated discussion ensued and the parties decided to compromise on the matter by allowing the landlord to keep the security deposit and receive a monetary order for \$825.00 as full settlement. The tenant is on a fixed income and committed to paying \$25.00 per month starting in December 2009 until the debt is paid.

I order that the landlord retain the security deposit and interest of \$425.00 and issue a monetary order for the additional amount of \$825.00.

Conclusion

I hereby grant the Landlord an order under section 67 for \$825.00. This order must be served on the Respondent and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

November 2009

Date of Decision

Dispute Resolution Officer