



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNDC, FF

Introduction

This conference call hearing was convened in response to the landlord's application for a Monetary Order for breach of a fixed term lease agreement, and to recover the filing fees associated with this application.

The landlord participated in the hearing and provided affirmed testimony. He testified that he served the Notice of Dispute Resolution to the tenant by way of registered mail sent September 11th, 2010. The tenant did not participate and the hearing proceeded in the tenant's absence.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and for what amount?

Background and Evidence

The rental unit consists of an apartment in a multi unit complex located in Vancouver. Pursuant to a written agreement, the fixed term tenancy was based on a one year lease starting on March 1st 2010 and ending on February 28th, 2011, at a rate of \$1150.00 payable on the first of each month. The tenant paid a security deposit in the amount of \$550.00. The agreement included a clause in which the tenant agreed to pay \$250.00 as liquidated damages should the tenant terminate the lease prematurely. Inspection condition reports were completed at the start and the end of the tenancy.

In his documentary evidence, the landlord stated in part that the tenant broke the lease by leaving on July 31st, 2010. The landlord stated that after a move-out inspection, the tenant agreed to withhold \$55.00 for a cleaning fee and the landlord returned the balance of the tenant's security deposit for the sum of \$495.00. The landlord stated that the tenant did not agree to pay \$250.00 in liquidated damages for breaking the lease. The landlord testified that the rental unit was immediately re-rented, and that the liquidated damages were limited to the cost of locating new tenants and having the suite ready on time for the new tenancy.

Analysis

Section 7(2) of the *Act* states in part that a landlord who claims for compensation for damage or loss must do whatever is reasonable to minimize the damage or loss. The landlord in this matter has not claimed any losses other than the administration costs of finding a new tenant. I accept the landlord's undisputed evidence and find that the tenant did break the lease. The landlord minimized the loss and I find that he is entitled to a monetary compensation as claimed.

Conclusion

Pursuant to Section 67 of the *Act*, I award the landlord a monetary claim of \$250.00. Since he was successful, I also award the landlord recovery of the \$50.00 filing fee for a claim totalling \$300.00. If necessary, this Order may be registered in the Small Claims Court 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: January 17, 2011.

Residential Tenancy Branch