



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNSD, MNDC, FF*

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for liquidated damages and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim.

The landlord served the notice of hearing to the tenant by registered mail to the forwarding address provided by the tenant. The landlord filed a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to a monetary order for liquidated damages and the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The landlord testified that the tenancy started on March 01, 2011 for a fixed term of one year with an end date of February 29, 2012. The rent was \$1,030.00 payable on the first of each month. The tenant paid a security deposit of \$515.00.

The landlord filed a copy of the tenancy agreement. The tenancy agreement contains a clause that states that in the event the tenant ends the fixed term tenancy before the end of the original term, the tenant is required to pay liquidated damages of \$325.00 to cover administrative costs of re-renting the unit.

The landlord testified that the tenant gave late notice to end the tenancy effective January 31, 2012 which was one month prior to the end date of the fixed term. Both parties made efforts to find a new tenant and the landlord had a few showings. Eventually the tenant found a friend to take over his lease. The new tenant moved in on February 01, 2012 and paid rent for February.

### **Analysis**

Based on the undisputed testimony of the landlord and the documents filed into evidence, I find that that tenant did end the tenancy prior to the end date of the fixed term, thereby breaching the terms of the lease.

By signing the tenancy agreement, the tenant was fully aware of having to pay liquidated damages in the event that he ended the lease prior to the end date. Therefore, I find that the landlord is entitled to liquidated damages in the amount of \$325.00. Since the landlord has proven his case, he is also entitled to the recovery of the filing fee of \$50.00.

### **Conclusion**

The landlord may retain \$375.00 from the security deposit and must return the balance to the tenant within 15 days of receipt of this decision.

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: April 05, 2012.

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Residential Tenancy Branch