



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on March 15, 2012, the tenant did not participate in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on November 1, 2011 as a fixed-term tenancy to end on October 31, 2012. Rent in the amount of \$750 was payable in advance on the first day of each month. In an addendum to the tenancy agreement, the landlord and the tenant agreed to a rent incentive of \$156 per month for the period of the fixed term, where if the tenant breached the fixed term she would be liable to pay back the incentive amount. The tenancy agreement also contained a liquidated damages clause, whereby if the tenant breached the fixed term, she would pay the landlord \$350 for tenancy change over costs, such as advertising, interviewing, administration, and re-renting costs. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$375.

The tenant gave notice on January 30 or 31, 2012 that she would be moving out at the end of February 2012. The tenancy ended on February 28, 2012.

The landlord has claimed recovery of the rent incentive, in the amount of \$624, representing \$156 per month for the four months of the tenancy; and \$350 for the liquidated damages amount.

Analysis

Upon consideration of the undisputed evidence, I find that the landlord is entitled to their monetary claim in its entirety.

As the landlord's claim was successful, they are also entitled to recovery of the \$50 filing fee for the cost of their application.

Conclusion

The landlord is entitled to \$1024. I order that the landlord retain the security deposit of \$375 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$649. This order may be filed 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: May 18, 2012.

Residential Tenancy Branch