



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Royal LePage Locations West Realty
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, MNSD and FF

Introduction

This hearing was convened on an application made by the landlords on April 11, 2013, seeking a monetary award for losses arising from the tenant's breach of the fixed term rental agreement by leaving the tenancy early, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

Issue(s) to be Decided

Is the landlord entitled to compensation sought for losses resulting from the tenants' breach of the fixed term agreement and in what amounts?

Background, Evidence and Analysis

This tenancy began on October 1, 2012 under a fixed term rental agreement set to end on September 30, 2013. Rent was \$1,100 per month plus utilities and the landlords hold a security deposit of \$550 paid on September 21, 2012.

The landlord's agent gave evidence that the tenant had given notice, first by email then by fax, that she would be vacating the rental unit on March 31, 2013, six months before the end date set by the fixed term rental agreement, in order to facilitate her return to school.

The landlord's agent acted expeditiously and was able to find new tenants to move into the rental unit on April 1, 2013.

The landlords claim and I find as follows:

Liquidated damages (tenant placement fee - \$550). As set out at clause 14 of the addendum to the rental agreement, the parties agreed that the tenant would pay liquidated damages, among other costs, if the tenant breached the fixed term agreement by leaving early. This claim is allowed in full.

Rekey door locks – \$111.45. Clause 14 also obliges the tenant to pay for the cost of rekeying the doors locks at the end of the tenancy. However, section 25 of the *Act* states that a landlord must rekey or change locks at the beginning a new tenancy and pay the cost for such on the request of the new tenant. Section 5 of *Act* nullifies any part of a rental agreement that conflicts with the legislation. Therefore, this claim is dismissed.

Utilities bill - \$198.53. The landlord's agent submitted a copy of the utilities invoices into evidence and a letter from the municipality noting that the charges against the tenant would be added to the year-end taxes if not paid. The tenant stated that she has made arrangements with the municipality to bring the account up to date. I will add the claim to the landlord's award and the parties understand that any receipts provided to the landlord on the account will reduce the claim accordingly.

Garbage tags - \$15. The landlord had claimed this amount for five garbage tags, but acquiesced to the tenant's advice that the tags are \$1.25 each. I award \$6.25 on the claim.

Filing fee - \$50. As the application has succeeded on its merits, I find that the landlord is entitled to recover the filing fee for this proceeding from the tenant.

Security and pet damage deposits – (\$550). As authorized under section 72 of the *Act*, I order that the landlord retain the security deposit in set off against the amount owed.

Thus, I find that the tenant owes to the landlord an amount calculated as follows:

Liquidated damages (tenant placement fee)	\$550.00
Utilities bill	198.53
Garbage tags	6.25
Filing fee	<u>50.00</u>
Sub total	\$804.78
Less security deposit	- <u>550.00</u>
TOTAL remaining owed to landlord	\$254.78

Conclusion

In addition to authorization to retain the security deposit, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia for **\$254.78** for service on the tenants.

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: July 05, 2013

Residential Tenancy Branch

