



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Hollyburn Properties Limited
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes 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.

The landlord participated in the teleconference hearing, but the tenant did not call into the hearing. The landlord submitted evidence that they served the tenant with the application for dispute resolution and notice of hearing by registered mail sent October 11, 2013. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the tenant was deemed served with notice of the hearing on October 16, 2013, and I proceeded with the hearing in the absence of the tenant.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on August 1, 2013 as a fixed-term tenancy to end on July 31, 2014. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$650. On September 10, 2013 the tenant gave the landlord written notice of his intent to vacate the rental unit by September 30, 2013. The tenancy ended on September 30, 2013.

The Landlord submitted a copy of the residential tenancy agreement, signed by the tenant and the landlord on August 1, 2013. The tenancy agreement contains a liquidated damages clause, which indicates that if the tenant ends the tenancy before the end of the fixed term, the tenant will pay the landlord liquidated damages of \$805.33. The landlord also submitted a copy of a condition inspection report which

indicates that the tenant was issued a parking tag at the outset of the tenancy. The landlord has claimed the liquidated damages amount, as well as \$25 for the parking tag that the tenant failed to return at the end of the tenancy.

Analysis

I find that the landlord has established their claim. The tenancy agreement shows that the tenant agreed to pay liquidated damages if he ended the tenancy before the end of the fixed term, and the tenant's written notice to vacate establishes that the tenant did intend to breach the fixed term. I accept the landlord's evidence that the tenant failed to return the parking tag. The landlord is therefore entitled to \$805.33 for liquidated damages and \$25 for the unreturned parking tag.

As their application was successful, the landlord is also entitled to recovery of the \$50 filing fee.

Conclusion

The landlord is entitled to \$830.33. I order that the landlord retain the security deposit of \$650 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$180.33. 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: January 27, 2014

Residential Tenancy Branch

