



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MainStreet Equity Corp.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, MNSD, FF

### Introduction

This is an application filed by the Landlord for a monetary order for money owed or compensation for damage or loss, to keep all or part of the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave undisputed testimony. As both parties have attended and have confirmed receipt of the notice of hearing package, I am satisfied that both parties have been properly served.

### Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

### Background and Evidence

This tenancy began on November 1, 2013 on a fixed term tenancy ending on October 31, 2014 as shown by the submitted copy of the signed tenancy agreement on October 25, 2013. The monthly rent was \$750.00 payable on the 1<sup>st</sup> of each month and a security deposit of \$375.00 was paid.

The landlord seeks a monetary claim of \$350.00 for liquidated damages as the tenant has prematurely ended the rental on October 25, 2013 stating that he had a family emergency and had to return to Saskatchewan. Both parties agreed that the tenant paid the first months rent. The tenant provided a forwarding address on October 25, 2013 to the landlord. The tenant confirmed in his direct testimony that the tenancy was ended prematurely and is not contesting the landlord's claim.

### Analysis

I accept the undisputed testimony of both parties and find based upon the tenant's direct testimony that the landlord has established a claim for \$350.00 for the tenant ending the tenancy prematurely before the end of the fixed term tenancy as per section 4 of the tenancy agreement. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$375.00 security deposit in partial satisfaction of the claim and I grant a monetary order under section 67 for the balance due of \$25.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The landlord is granted a monetary order for \$25.00.

The landlord may retain the security deposit.

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: March 28, 2014

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Residential Tenancy Branch

