



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Dennison Property Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

Introduction

This was a hearing with respect to the landlords' application for a monetary award and an order to retain the security deposit in satisfaction of the claim. The hearing was conducted by conference call. The landlords' agent called in and participated in the hearing. The tenant did not attend, although he was served with the application and Notice of Hearing sent by registered mail on March 5, 2014 to the forwarding address provided by the tenant when he moved out of the rental unit at the end of November, 2013.

Issue(s) to be Decided

Are the landlords entitled to a monetary award and an order to retain the security deposit?

Background and Evidence

The rental unit is a strata title apartment in Vancouver. The tenancy began on June 1, 2013 for a one year fixed term. The monthly rent was \$1,300.00, payable on the first of each month. The tenant paid a security deposit of \$650.00 at the commencement of the tenancy.

The tenant notified the landlord that he intended to move out of the rental unit before the end of the fixed term. He moved out at the end of November. The tenancy agreement provided that if the tenant ended the tenancy before the end of the fixed term he would pay liquidated damages in an amount equal to a half month's rent.

Analysis and conclusion

Liquidated damages are intended to be a genuine pre-estimate of the losses that a party will suffer in the event of a breach of the contract; they are payable without the need to prove the actual damages that may have been suffered, unless the amount of the damages is found to be a penalty. I do not consider the amount of one half months rent to be an unreasonable estimate of the loss that might be suffered as a consequence of the tenant breaching the agreement by ending the tenancy early.

I find that the landlords are entitled to recover liquidated damages as claimed in the amount of \$650.00 and I order that the landlords retain the \$650.00 security deposit that they hold in full and final satisfaction of the claim for liquidated damages. The landlord waived any claim for recovery of the filing fee for this application and I make no order with respect to the filing fee.

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: June 19, 2014

Residential Tenancy Branch

