



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNDC FF

Introduction

This hearing dealt with an application by the landlord for monetary compensation. The landlord and the tenant participated in the teleconference hearing.

At the outset of the hearing, the tenant confirmed that he had received the other landlord's application and evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenant first took occupation of the rental unit on October 23, 2010. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$500. The tenant and the landlord entered into consecutive fixed-term tenancy agreements, the last of which began on May 1, 2014 and was to end on October 31, 2014. This agreement contains a clause indicating that if the tenants break the lease they must pay liquidated damages of \$575. Rent in the amount of \$1000 was payable in advance on the first day of each month.

On April 30, 2014 the tenants gave the landlord written notice that they intended to vacate the rental unit as of May 31, 2014. The landlord believed that the reason the tenants wanted to vacate early was because they had purchased a house. The tenancy ended on May 31, 2014.

The landlord stated that they advertised but were unable to re-rent the unit until July 1, 2014. The landlord has claimed \$500 in lost revenue for half of June 2014 as well as liquidated damages in the reduced amount of \$500.

The tenant's response to the landlord's claim was that they left the unit because of health issues. The tenant stated that they could smell mould in the master bedroom, and they notified the landlord, the owner and the strata but nothing was done.

Analysis

I find that the landlord has established their claim. The tenants clearly breached the lease. If the tenants had issues with the unit, they could have taken steps to remedy the situation, including applying for an order for repairs. The tenants did not submit any evidence to support their claim that the unit was unfit for habitation. The landlord is therefore entitled to liquidated damages in the reduced amount of \$500.

I also accept the landlord's evidence that despite efforts they were unable to re-rent the unit until July 1, 2014, and I therefore find that they are entitled to \$500 in lost revenue for the first half of June 2014.

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

Conclusion

The landlord is entitled to \$*1050. I order that the landlord retain the security deposit of \$500 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$550. 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: October 21, 2014

Residential Tenancy Branch

