



# 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 hearing concerns the landlord's application for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit and pet damage deposit / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

### Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement the 12 month term of tenancy is from September 01, 2013 to August 31, 2014. The agreement provides that monthly rent of \$750.00 is due and payable in advance on the first day of each month. However, rent was reduced by \$62.00 to \$688.00 (\$750.00 - \$62.00) pursuant to a "rental incentive agreement," offered in conjunction with agreement to enter into a 12 month lease. A security deposit of \$425.00 and a pet damage deposit of \$200.00 were collected.

The tenants ended the tenancy on May 31, 2014, which is 3 months prior to the end of the 12 month term of tenancy. The landlord's agent testified that new renters were found effective from September 01, 2014. During the hearing the tenants testified that they do not dispute the landlord's application for related compensation.

### Analysis

Based on the documentary evidence and testimony, I find that the landlord has established a claim of **\$958.00**:

\$350.00: *lease break fee (clause # 4 in the tenancy agreement)*

\$558.00: *(9 x \$62.00) recovery of rental incentive for the 9 month period from September 2013 to May 2014 (clause # 4 in the tenancy agreement)*

\$50.00: *filing fee*

I order that the landlord retain the security deposit and pet damage deposit in the combined total amount of **\$625.00** (\$425.00 + \$200.00), and I grant the landlord a **monetary order** for the balance owed of **\$333.00** (\$958.00 - \$625.00).

#### Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$333.00**. Should it be necessary, this order may be served on the tenants, 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 16, 2014

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Residential Tenancy Branch