



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bayside Property Services
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR 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 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 on September 12, 2014 and signed for by the tenant on September 18, 2014. I accepted the landlord's evidence regarding service of notice of the hearing, 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 April 1, 2014 as a fixed term tenancy to end on March 31, 2015. The tenancy agreement contains a clause indicating that if the tenant broke the lease before the end of the fixed term, she would be responsible for paying a liquidated damages amount of \$500. At the outset of the tenancy, the tenant paid the landlord a security deposit of \$415 and a pet deposit of \$415.

The landlord stated that on June 19, 2014 the tenant gave the landlord notice that she intended to vacate the rental unit on August 31, 2014. The tenancy ended on that date. The landlord has claimed \$500 in liquidated damages, as well as \$26.44 in unpaid utilities and recovery of their filing fee of \$50, for a total of \$576.44. The landlord held this amount from the security and pet deposits, and sent the tenant a cheque for the balance of \$253.56.

In support of their claim, the landlord submitted evidence including the following:

- a copy of a residential tenancy agreement, signed by the tenant and the landlord on March 6, 2014, indicating:

- a fixed term ending March 31, 2015;
 - electricity is not included in rent;
 - the tenant paid the landlord a security deposit of \$415; and
 - a liquidated damages clause for the amount of \$500;
- an electricity bill for \$26.44;
- a move-out condition inspection report indicating that the tenant moved out on August 31, 2104; and
- a copy of the Landlord's Application for Dispute Resolution, filed September 8, 2014.

Analysis

I find that the landlord has established their claim in its entirety. The evidence noted above shows that the tenant signed a fixed term tenancy agreement that required the tenant to pay a liquidated damages amount of \$500 if she ended the tenancy before the end of the fixed term, and the tenant ended the tenancy before the end of the fixed term. The tenant was responsible for paying electricity but did not pay an outstanding bill of \$26.44.

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 \$576.44. I order that the landlord retain this amount from the pet and security deposits in full satisfaction of their claim.

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: April 17, 2015

Residential Tenancy Branch

