



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an application by the landlord for an order permitting him to retain the security deposit. Despite having been served with the application for dispute resolution and notice of hearing by registered mail sent on January 21, 2015, the tenant did not participate in the conference call hearing.

At the hearing, the landlord withdrew his claim for the recovery of the filing fee paid to bring his application.

Issue to be Decided

Should the landlord be permitted to retain the security deposit?

Background and Evidence

The landlord's undisputed testimony is as follows. The tenancy began on December 1, 2014 and was set to run for a fixed term ending on November 30, 2015. The tenant paid a \$490.00 security deposit at the outset of the tenancy.

The tenant ended the tenancy at the end of December 2014 giving just 11 days' notice. The tenancy agreement contains the following provision:

If the tenant ... provides the landlord with notice, whether written, oral, or by conduct, of an intention to breach this Agreement and end the tenancy by vacating, and does vacate before the end of any fixed term, the tenant will pay to the landlord the sum of \$490.00 as liquidated damages and not as a penalty for all costs associated with re-renting the rental unit.

The landlord seeks to retain the security deposit in full satisfaction of the liquidated damages owed by the tenant.

Analysis

I accept the landlord's undisputed testimony and I find that the tenant was obligated to continue paying rent through the end of the fixed term until November 30, 2015. I find that the tenant breached her obligation to continue her tenancy and therefore triggered the liquidated damages provision. I find that the tenant is obligated to pay the landlord \$490.00 in liquidated damages as she ended the tenancy prior to the expiry of the fixed term. I award the landlord \$490.00.

I order the landlord to retain the \$490.00 security deposit in full satisfaction of the claim.

Conclusion

The landlord will 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: May 11, 2015

Residential Tenancy Branch

