



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Creighton and Associates Realty
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order to retain a portion of the security deposit and the recovery of the filing fee. Both parties participated in the conference call hearing. The tenant confirmed that he received the landlords' evidence. Both parties gave affirmed evidence.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence

The landlords' testimony is as follows. The tenancy began on July 1, 2014 and ended on October 31, 2014. The tenancy was to be for a fixed term of one year. The landlord stated that the tenant "broke the lease early". The landlord stated that a liquidated damages clause was part of their tenancy agreement and that he seeks to execute that clause. The tenants were obligated to pay \$2325.00 per month in rent in advance and at the outset of the tenancy the tenants paid \$1162.50 security deposit.

The tenants' testimony is as follows. The tenant stated that he did not dispute any of the landlords' testimony but felt his right to quiet enjoyment was breached and that's the reason he terminated the tenancy early.

Analysis

The landlord submitted the tenancy agreement as part of his evidence for this hearing. The tenant did not submit any documentary evidence for consideration. The tenancy agreement clearly outlines that if the tenant ends the tenancy early of their own volition, the landlord is entitled to a \$750.00 liquidated damages clause for the costs to cover the

administration fee of re-renting the unit. Pursuant to Section 4 of the Residential Tenancy Policy Guideline, a liquidated damages clause is a clause in a tenancy agreement where the parties agree in advance to the damages payable in the event of a breach of the tenancy agreement. Based on the testimony of the parties, I find that the tenant breached the agreement by ending the tenancy early without justification. Based on the above, I find that the landlord is entitled to \$750.00.

The landlord is also entitled to the recovery of the \$50.00 filing fee.

Conclusion

The landlord has established a claim for \$800.00. I order that the landlord retain \$800.00 from the deposit in full satisfaction of the claim. The balance of the deposit is to be returned to the tenant.

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 09, 2015

Residential Tenancy Branch

