



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 MND, MNDC, MNSD, FF

Introduction

This was a hearing with respect to the landlord's application for a monetary award and an order to retain the tenant's security deposit. The hearing was conducted by conference call. The landlord's representative called in and participated in the hearing. The tenant did not attend, although she was served with the application and Notice of Hearing by registered mail sent on October 24, 2014

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?
Is the landlord entitled to retain the tenant's security deposit in satisfaction of any monetary award that may be granted?

Background and Evidence

The rental unit is an apartment in Surrey. The tenancy began in September, 2012 for a fixed term. On August 2, 2013 the tenant entered into a renewal of the agreement for a further one year fixed term. She paid a security deposit of \$450.00 and a pet deposit of \$200.00 at the commencement of the first term. The monthly rent was the sum of \$900.00, payable on the first of each month. The tenancy agreement contained a provision that required the tenant to pay a charge of \$350.00 and to repay a \$500.00 rent concession if she ended the tenancy before the end of the fixed term. As an incentive for renewing the lease for a one year term the tenant was granted a \$500.00 rent reduction for the first month of the renewal and she paid only \$400.00 rent for the month of October, 2013.

On March 7, 2014 the tenant notified the landlord in writing that she was ending her tenancy effective April 30, 2014. The tenant participated in a move out inspection at the

end of the tenancy and she agreed that she was responsible for a \$75.00 charge to replace two blinds damaged during the tenancy.

The landlord has claimed for payment of the cost to replace the blinds and as well, for the amount of \$350.00 plus the \$500.00 rent concession, which is in the nature of a claim for liquidated damages for the early termination of the lease.

Analysis

I find that the landlord is entitled to recover the cost of blind replacement in the amount of \$75.00. The tenant ended the tenancy before the end of the fixed term and I find that she is liable to pay the agreed amount of \$850.00 as claimed by the landlord. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$975.00.

Conclusion

I have granted the landlord a monetary award of \$975.00. I order that the landlord retain the security deposit and pet deposit totalling \$650.00 in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of \$325.00. This order may be registered 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: June 17, 2015

Residential Tenancy Branch

