



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cascadia Apartment Rentals Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNDC, MNR, MNSD, FF

Introduction

This was a hearing with respect to the landlord's application for a monetary award and for an order to retain the tenant's security deposit in partial satisfaction of the claim. The hearing was conducted by conference call. The landlord's representative called in and participated in the hearing. The tenants did not attend, although served with the application and Notice of Hearing by registered mail sent on November 18, 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 security deposit?

Background and Evidence

The rental unit is an apartment in Delta. The tenancy began on July 1, 2014 for a one year fixed term with rent in the amount of \$1,125.00 payable on the first of each month. The tenant paid a security deposit of \$562.50 at the start of the tenancy. The tenant received a rent rebate of \$575.00 on account of the first month's rent. The tenancy agreement provided that the tenant was required to repay the rent rebate plus liquidated damages of \$562.50 if the tenant ended the tenancy before the end of the fixed term.

On October 2, 2014 the tenant gave notice to the landlord that she intended to move out of the rental unit at the end of the month. The landlord succeeded in re-renting the unit for November and has claimed the refund of the rent rebate plus the liquidated damage amount, for a total claim of \$1,137.50. The landlord succeeded in re-renting the unit effective November 1, 2014.

Analysis

The tenant complained about circumstances involving a neighbouring tenant, but did not afford the landlord any opportunity to address the concerns before she gave notice and moved out. The tenant ended the tenancy before the end of the fixed term and I find that the landlord is entitled to the refund of the rent rebate as well as liquidated damages as provided by the tenancy agreement. The landlord is entitled to recover the filing fee for the application, for a total award of \$1,187.50.

Conclusion

I order that the landlord retain the security deposit of \$562.50 in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of \$625.00. 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 30, 2015

Residential Tenancy Branch

