



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Devon Properties Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, 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. The hearing was conducted by conference call. The landlord's representatives and the tenant called in and participated in the hearing.

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 all or part of the security deposit?

Background and Evidence

The rental unit is an apartment in Victoria. The tenancy began on August 1, 2014 for a one year fixed term. Rent in the amount of \$870.00 was payable on the first of each month. The tenant paid a security deposit of \$435.00 before the start of the tenancy. The tenant gave notice and moved out of the rental unit in November, 2014. The tenancy agreement provided that the tenant would be liable to pay liquidated damages of \$500.00 if she ended the tenancy before the end of the fixed term.

The tenant complained to the landlord about the presence of silverfish in the rental unit. She testified at the hearing that that she had a large collection of books in the rental unit and based on remarks made by the landlord's pest control technician, she formed the opinion that it was unlikely that the silverfish could be eradicated from the rental and that her books would be damaged by the insects. The tenant paid rent for November and moved out mid-month. The tenant's position is that she should not be liable to pay the liquidated damage amount because of the advice she received that the silverfish problem could not be eliminated

The landlord disputed the tenant's position. The landlord's representative testified and submitted evidence that the landlord acted promptly to address the tenant's concerns and was prepared to treat the problem, but the tenant chose instead to move out.

The landlord has claimed for carpet cleaning in the amount of \$25.00 and liquidated damages of \$500.00.

Analysis

The tenant ended the fixed term tenancy before the end of the fixed term. I find that the landlord responded appropriately to the tenant's concerns about silverfish. I do not find that the tenant's anecdotal evidence that she said she received from a pest control technician constitutes sufficient grounds to end the fixed term tenancy without giving the landlord an adequate opportunity to treat the problem. Pursuant to the tenancy agreement, I find that the landlord is entitled to recover liquidated damages of \$500.00 as claimed. I allow the claim for carpet cleaning in the amount of \$25.00. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$575.00

Conclusion

I order that the landlord retain the \$435.00 security deposit in partial satisfaction of the monetary award and I grant the landlord an order under section 67 in the amount of \$140.00. 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: July 10, 2015

Residential Tenancy Branch

