



Dispute Resolution Services

Page: 1

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 MNR MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

The landlord participated in the teleconference hearing, but the tenants did not call into the hearing. The landlord submitted evidence that they served the tenants with the application for dispute resolution and notice of hearing by registered mail sent on October 24, 2014. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the tenants were deemed served with notice of the hearing on October 29, 2014, and I proceeded with the hearing in the absence of the tenants.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy in the unit in question began on April 1, 2012. Rent in the amount of \$900 was payable in advance on the first day of each month. The tenants paid the landlord a security deposit of \$450 and a pet deposit of \$200. At the outset of the tenancy the landlord and the tenants carried out a move-in inspection and completed a condition inspection report.

On December 4, 2013 the tenants and the landlord signed a new agreement for a fixed term tenancy to commence on January 1, 2014 and conclude on December 31, 2014. The new tenancy agreement contains a clause requiring the tenants, if they terminate the tenancy before the end of the fixed term, to pay the landlord \$350 "as a service

charge for tenancy change over costs, such as advertising, interviewing, administration, re-renting.” As an incentive to sign the new fixed term agreement, the tenants received a rent concession of \$500. The tenants agreed in writing that if they vacated the rental unit prior to the end of the fixed term, they would be required to repay this concession to the landlord.

On September 29, 2014 the tenants gave the landlord notice that they intended to vacate the rental unit on October 30, 2014. On October 11, 2014 the landlord and the tenants conducted a move-out inspection and the tenants agreed in writing that the landlord could keep \$90 of the security deposit for cleaning.

The landlord has claimed \$90 for cleaning; \$350 in liquidated damages, as per the tenancy agreement; and \$500 for repayment of the rent concession.

Analysis

I find that the landlord has established their claim in its entirety. The tenants agreed that the landlord could keep \$90 for cleaning. I find that the liquidated damages clause in the tenancy agreement is valid, and the landlord is entitled to that amount. I also find that the landlord is entitled to recovery of the rent incentive.

As the landlord’s application was successful, they are also entitled to recovery of the \$50 filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$990. I order that the landlord retain the security and pet deposits of \$650 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$350. This order may be filed 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 2, 2015

