



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Vancouver Management
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 and the tenant participated in the teleconference hearing.

At the outset of the hearing, the tenant confirmed that she had received the landlord's application and notice of the hearing. In regard to the landlord's subsequent evidence package, the tenant first stated that she did not have it. I informed the parties that the tracking information on the Canada Post website showed that the tenant had signed for the package. The tenant then stated that she had picked up the package but she had not opened it, and she "[doesn't] care." I therefore admitted the landlord's documentary evidence and proceeded with the hearing. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenants first began occupying the rental unit on April 1, 2010, under a three year fixed term tenancy agreement. At the outset of the tenancy, the tenants paid the landlord a security deposit of \$1647.00 and a pet deposit of \$800.00.

On September 1, 2013 the parties signed a new tenancy agreement for a term to end on July 31, 2015. Rent in the amount of \$3450.00 was payable in advance on the first

day of each month. This second agreement contains a clause indicating that if the tenants breached the lease before the end of the fixed term, they would be required to pay \$2,000.00 in liquidated damages.

On July 31, 2015 the tenants gave the landlord written notice that they intended to vacate the rental unit on September 15, 2014. The tenants did not pay rent for August or September 2014, and they vacated the rental unit on September 15, 2014. On October 6, 2014 the tenants paid the landlord \$2,000.00 toward outstanding rent.

Landlord's Claim

The landlord has claimed \$2,000.00 for liquidated damages; \$4,900.00 for the balance of outstanding rent and lost revenue for August and September 2014; and \$297.15 for carpet cleaning.

The landlord stated that when they entered into the new tenancy agreement with the tenants on September 1, 2103, the parties agreed that all the terms, including the liquidated damages term, would be the same, and they all signed off on it. The landlord stated that they re-rented the unit for October 1, 2014. The landlord submitted a copy of the invoice for carpet cleaning in the amount of \$297.15.

Tenants' Response

The tenants' response was that there were several problems with the rental unit and property, such that they felt that it was unsafe to continue living there. The tenants submitted that the landlord was not doing repairs or addressing problems with the neighbours, and they were therefore forced to move out. The tenant stated that they were not inclined to pay the liquidated damages amount because they had been intending to stay.

Analysis

I find that the landlord has established their claim in its entirety. The evidence noted above shows that the tenants breached the lease and they were aware that in doing so they would be required to pay the liquidated damages amount. The tenants appeared to have intentionally withheld rent because of their issues with the rental unit and property. Finally, the tenants did not dispute the amount claimed for carpet cleaning.

As the landlord's application was successful, they are also entitled to recovery of the \$50.00 filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$7,247.15. I order that the landlord retain the security and pet deposits of \$2,447.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$4,800.15. 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 17, 2015

Residential Tenancy Branch

