



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 FF MND MNDC MNSD

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order allowing retention of the security deposit in partial satisfaction of the claim. The hearing was conducted by conference call. The landlord called in and participated in the hearing. The tenant did not appear although he was served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on June 11, 2015.

Issues

Is the landlord entitled to the requested orders?

Background and Evidence

This tenancy began on February 6, 2015 and was supposed to be for a fixed term ending on August 31, 2015. The rent was \$750.00 due in advance on the first day of each month. The tenant paid a security deposit of \$375.00 at the start of the tenancy.

On May 11, 2015 the tenant gave written notice that he was terminating his tenancy on May 30, 2015. This was less than the one month notice required under the tenancy agreement and the Act.

At the hearing, the landlord also pointed out that Section 4 of the tenancy agreement stipulated that if the tenant terminated the tenancy in less than 12 months, a "concession" of \$350.00 would be charged to the tenant. The tenancy agreement states that this amount is intended as a "service charge" for "change over costs, such as advertising, interviewing, administration, re-renting".

Analysis

The landlord has made the following claims:

June rent	\$750.00
Liquidated damages	\$350.00
TOTAL	\$1100.00

June rent - The landlord's claim for the June rent is based on the statutory and contractual requirement that a tenant give one month's notice in order to end a tenancy. In the present case, the tenant gave notice on May 11 that he would be vacating on May 30 but that was inadequate. The May 11 notice was only valid for an end of June termination and as a result, the tenant remained liable for June's rent.

Liquidated damages - The landlord's claim for liquidated damages is based on Section 4 of the tenancy agreement. This section says that the tenant must pay \$350 if he terminates the tenancy in less than 12 months. I am satisfied that the landlord has established this claim.

Conclusion

I find that the landlord has established a total monetary claim of \$1100.00. I also find that the landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$1150.00. I order that the landlord retain the deposit and interest (\$0.00) of \$375.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$775.00. 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: November 16, 2015

Residential Tenancy Branch

