



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC

### Introduction

This matter dealt with an application by the landlord for a Monetary Order for reimbursement of a strata fine of \$ 200.00 resulting from a breach of a fixed term tenancy. Only the landlord attended the conference call hearing.

### Preliminary and Service Matters

Based on the evidence of the landlord and with reference to Canada Post's web site, I find that the tenant was served by registered mail with the application for dispute resolution. Only the landlord attended the conference call hearing. The tenant did not attend, or submit any evidence.

### Issues(s) to be Decided

Is the landlord entitled to recovery of the expense of \$ 200.00 as a result of the tenant's breach of a fixed term tenancy?

### Background and Evidence

Based upon the evidence of the landlord I find that this one year fixed term tenancy started on February 1, 2015 and ended on May 31, 2015 when the tenant moved out in breach of the fixed term tenancy. Rent was \$ 1,650.00 per month payable in advance on the 1<sup>st</sup> day of each month. The tenant's security deposit of \$ 825.00 was returned to her. The landlord produced a form "K" pursuant to section 146 of the Strata Property Act, whereupon the tenant agreed to be bound by the rules and bylaws of the Strata. At the time of signing the tenancy agreement the tenant was informed that if she moved out, in less than six months duration of the fixed term tenancy, the strata would assess a fine of \$ 200.00 which the tenant would be responsible for.

The tenant in fact moved out of the unit on May 31, 2015 ending her tenancy in four

months. The landlord received a letter from the Strata Council assessing her fine of \$ 200.00 for breaching their bylaws by having a lease term of less than six months. The landlord challenged the fine and wrote to the tenant advising her of the fine. At the request of the tenant the landlord forwarded to her the contact information of the council to challenge the fine. The landlord does not know whether the tenant ever challenged the fine. The Strata refused to waive the fine. The landlord paid the fine and now seeks recovery of that expense from the tenant.

### Analysis

The tenant was bound by a fixed term tenancy agreement that would have ended on January 31, 2016. The tenant was in breach of that agreement by ending it on May 31, 2015 when she moved out. The tenant was aware that the Strata would assess a fine of \$ 200.00 if she moved out prior to entering into the tenancy agreement. The tenant agreed to be bound by the Strata rules and bylaws by signing the form "K". The tenant was aware of the means to challenge the fine, did not oppose this application or submit any evidence. I find that the Strata fine was a reasonably foreseeable consequence of the early termination of the tenancy agreement. Accordingly I allow the landlord's claim of \$ 200.00.

### Conclusion

In summary I ordered that the respondent pay to the applicant the sum of \$ 200.00 in respect of this claim plus the sum of \$ 50.00 in respect of the filing fee for a total of \$ 250.00. I grant the landlord a Monetary Order in the amount of **\$ 250.00** and a copy of it must be served on the tenant. If the amount is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: January 12, 2016

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Residential Tenancy Branch

