



# Dispute Resolution Services

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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: MNDC MNSD FF

### **Introduction:**

Only the landlord attended this hearing and gave sworn testimony that they served the Application for Dispute Resolution on the tenant by registered mail. It was verified online as successfully delivered on August 28, 2015. I find that the tenant is served with the Application according to section 89 of the Act. The landlord requests pursuant to the *Residential Tenancy Act* (the Act) a monetary order pursuant to Sections 7, 46 and 67 for breach of a fixed term lease and payback of incentive, to retain the security and pet damage deposit to offset the amount owing and to recover the filing fee pursuant to Section 72.

### **Issue(s) to be Decided:**

Has the landlord has proved on a balance of probabilities that the tenant breached a fixed term lease and the amount of costs involved? Is the landlord entitled to recover the filing fee?

### **Background and Evidence:**

The tenant did not attend the hearing although served with the Application/Notice of Hearing. The landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The landlord stated that the tenancy commenced November 1, 2014 on a fixed term lease expiring October 31, 2015. Monthly rent was \$875 and a security deposit of \$437.50 and pet damage deposit of \$200 were paid. The lease provided an incentive for engaging in the fixed term lease of \$72 rent reduction for each month of the term. However, the lease also provided that the incentive would be repayable if the fixed term was breached. The landlord said the tenant vacated on August 19, 2015 and breached the lease.

The landlord claims \$350 for administrative costs as provided in section 4 of their lease and \$720 payback of the \$72 incentive/concession granted for 10 months. In evidence is the tenancy agreement, the rental incentive agreement and the tenant's Notice to End her tenancy on August 30, 2015. The tenant provided no documents to dispute the claim. On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

**Analysis**

Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

I find the tenant violated the term of her lease by vacating early. I find the landlord as a result was put to the expense of re-advertising, showing and re-renting the unit; I find the landlord entitled to \$350 as set out in the lease for these administrative costs. I find also the tenant was granted an incentive of \$72 rent reduction each month for signing this lease. I find the addendum states this is repayable in the event of the tenant breaching the lease. I find the landlord entitled to recover the rent incentive of \$720 (10 months x \$72).

**Conclusion:**

I find the landlord is entitled to a monetary order as calculated below and to retain the security and pet deposits to offset the amount owing. I find the landlord is also entitled to recover filing fees paid for this application.

**Calculation of Monetary Award:**

Administrative costs for breach	350.00
Recovery of rent reduction incentive	720.00
Filing fee	50.00
Less security deposit	-437.50
Less pet deposit	-200.00
Total Monetary Order to Landlord	482.50

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: February 10, 2016

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Residential Tenancy Branch

