



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: MNR MNDC MNSD FF

Introduction:

Only the landlord attended this hearing and provided sworn testimony that they had served the Application for Dispute Resolution by registered mail. It was verified online that it was available for pickup from September 3, 2015 to September 19, 2015 but was unclaimed by the tenants. I find the Application/Notice of Hearing is deemed to be served pursuant to sections 89 and 90 of the *Residential Tenancy Act* (the Act) for the purposes of this hearing. The landlord applies pursuant to the Act for orders as follows:

- a) A monetary order pursuant to Sections 44, 46 and 67 for unpaid rent, breach of a fixed term lease and concession pay back;
- b) An Order to retain the security and pet deposits pursuant to Section 38; and
- c) An order to recover the filing fee pursuant to Section 72.

Issue(s) to be Decided:

The tenant vacated the unit August 25, 2015 leaving unpaid rent. Is the landlord now entitled to a Monetary Order for rental arrears and filing fee?

Background and Evidence:

Only the landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The evidence is that the tenancy commenced December 1, 2014 on a fixed term lease expiring November 2015, a security deposit of \$450 and a pet damage deposit of \$200 were paid and rent was \$900 a month. The tenants paid only partial rent in August 2015 and the landlord served a Notice to End Tenancy. The tenants vacated on August 25, 2015. The landlord is claiming the rental arrears of \$470 for August 2015, \$675 in incentive payback and \$350 for the fee for breach of the lease. The incentive of \$75 a month reduction in rent was provided at lease signing. According to the addendum, this was repayable if the lease was breached. In addition,

a fee of \$350 to cover administrative costs of re-renting was set out in clause 4 of the lease. The tenant did not submit any documents in dispute.

In evidence are registered receipts, a letter from the tenant, a move out list, the tenancy agreement, a Condition Inspection Report, a 10 Day Notice to End Tenancy and a tenant Notice of ending the tenancy on August 31, 2015.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

Monetary Order

I find that there are rental arrears in the amount of \$470 for August 2015. I find the tenants breached the fixed term lease by failing to pay total rent in August 2015 and then vacating. I find the claim of \$350 for breach of the lease and \$675 for concession payback of \$75 a month for December 2014-August 2015 is well supported by the evidence. I find the landlord entitled to a monetary order for \$1495 plus filing fee.

Conclusion:

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

Calculation of Monetary Award:

Rent arrears August 2015	470.00
Fee for administrative costs of re-renting	350.00
Lease concession fee payback (\$75 month)	675.00
Less security and pet damage deposits (no interest 2014-15)	-650.00
Total Monetary Order to Landlord	845.00

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: March 02, 2016

Residential Tenancy Branch

