



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CAPREIT PARTNERSHIP LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, MNSD, FF

### Introduction

On May 16, 2016, the Landlord submitted an Application for Dispute Resolution for a monetary order for unpaid rent or utilities; to keep the security deposit; and to recover the cost of the filing fee. The matter was set for a conference call hearing at 9:00 a.m. on this date.

The Landlords agent ("the Landlord") attended the teleconference hearing; however, the Tenant did not. The Landlord provided affirmed testimony that the Tenants were served with the Notice of Hearing by registered mail on May 19, 2016. The Landlord provided the registered mail tracking number as proof of service. I find that the Tenants have been duly served in accordance with the *Act*.

The Landlord was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions at the hearing.

### Issues to be Decided

Is the Landlord entitled to a monetary order to recover unpaid rent?  
Is the Landlord entitled to liquidated damages?  
Is the Landlord entitled to keep the security deposit towards unpaid rent?  
Is the Landlord entitled to recover the cost of the filing fee?

### Background and Evidence

The Landlord testified that the tenancy began on June 1, 2015, as a fixed term tenancy to continue until May 31, 2016. Rent in the amount of \$1,850.00 is payable on the first of each month. The Tenants paid the Landlord a security deposit of \$925.00.

The Landlord testified that the Tenants broke the fixed term tenancy agreement by giving notice to end the tenancy on March 31, 2016, and moving out of the rental unit. The Landlord provided a copy of the Tenants notice to end tenancy.

The Landlord testified that the tenancy agreement has a move in bonus incentive of \$1,000.00. The agreement states that in the event the Tenants do not fulfill the term of the tenancy agreement the rental incentive will be revoked and payable immediately. The Landlord testified that the \$1,000.00 was applied to the Tenants first month of rent.

The Landlord testified that the tenancy agreement has a liquidated damages clause that requires the Tenants to pay \$350.00 as liquidated damages for the Landlords costs of re-renting the rental unit, if the Tenant ends the fixed term tenancy. The Landlord provided a copy of the tenancy agreement.

The Landlord makes a total monetary claim in the amount of \$1,450.00 as follows:

- Repayment of the rental incentive in the amount of \$1,000.00
- Liquidated damages in the amount of \$350.00
- To recover the cost of the filing fee of \$100.00

The Landlord asks to keep the security deposit in the amount of \$925.00 in partial satisfaction of his claim.

### Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I find that the Tenant ended the tenancy early.

I find that the Landlord is entitled to repayment of the rental incentive of \$1,000.00 and is entitled to claim the liquidated damages amount of \$350.00.

I order that the Landlord can keep the security deposit in the amount of \$925.00 in partial satisfaction of the Landlord's claim.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$1,450.00 comprised of \$1,000.00 for repayment of the rental incentive; \$350.00 for liquidated damages; and the \$100.00 fee paid by the Landlord for this hearing. After offsetting the security deposit of \$925.00 towards the claim of \$1,450.00, I find that the Landlord is entitled to a monetary order in the amount of \$525.00. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

### Conclusion

The Tenant ended the tenancy early. The Landlord has established a monetary claim in the amount of \$1,450.00. I order that the Landlord can keep the security deposit in the amount of \$925.00 in partial satisfaction of the Landlord's claim.

I grant the Landlord a monetary order in the amount of \$525.00.

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: June 17, 2016

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Residential Tenancy Branch