



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HOMELIFE PENINSULA PROPERTY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      mnsd, mnr, mndc, ff

### Introduction

The landlord applies for dispute resolution, and requests a monetary award for loss of rental income, a late fee and an NSF, all related to an early ending of a fixed term tenancy agreement. The landlord also seeks an order to retain the tenants' security deposit in partial satisfaction of the monetary award.

The landlord was represented at the hearing, but the tenant did not attend. I accept the landlord's evidence that the tenant was properly served with Notice of the hearing and the landlord's application by way of registered mail.

### Issues to be decided

Is the landlord entitled to such compensation from the tenant?

### Background and Evidence

1. The parties entered into a fixed term tenancy agreement for the subject premises, to begin November 1, 2015 and end March 31, 2016. Monthly rent was \$1,800.00. A security deposit was paid in the sum of \$900.00.
2. The tenant vacated on February 28, 2016. The landlord moved back into the premises April 1, 2016.
3. No rent was paid by the tenant for March. Her rent cheque for March went NSF

### Analysis

During a fixed term tenancy, neither the landlord nor the tenant may end the tenancy except for cause or by agreement of both parties. Neither of those has occurred in this case. Section 45(2) and 53 of the Residential Tenancy Act specify that any notice by a tenant to end the tenancy sooner than the end of the fixed term, self-corrects to end the tenancy at the end of the fixed term. In other words, the premature ending of the tenancy by the tenant was a breach of the tenancy agreement.

Section 7(1) of the Residential Tenancy Act requires a tenant to compensate a landlord for the landlord's loss, arising from the tenant's breach of the tenancy agreement. The landlord has suffered a loss as a result of this breach, namely the loss of rent for March. The tenant is also liable for a \$25.00 late fee, and for a \$25.00 NSF fee. As the landlord is successful with this claim, I also award the recovery of the \$100.00 filing fee from the tenant. The full award made, is \$1,950.00.

The landlord has applied for an order to retain the security deposit. The deposit including accrued interest to the date of this hearing, totals \$900.00. As this sum is less than the award made, retention is appropriate.

Conclusion

I order pursuant to section 38(1) that the full amount of the \$900.00 security deposit be retained by the landlord, in partial satisfaction of the monetary award noted above.

I further order that the remaining balance of the award due to the landlord, equalling \$1,050.00, be paid immediately by the tenant to the landlord.

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 06, 2016

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Residential Tenancy Branch