



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ADVANCED PROPERTY MANAGEMENT INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: MNR MNSD FF

### **Introduction:**

Both parties attended and the tenant agreed the Application for Dispute Resolution was served by registered mail. I find that the tenant was legally served with the documents according to 89 of the Act. The landlord applies pursuant to the *Residential Tenancy Act* for orders as follows:

- a) A monetary order pursuant to Sections 44, 45 and 67 for rental loss due to the breach of a fixed term lease;
- c) An Order to retain the security deposit pursuant to Section 38; and
- d) An order to recover the filing fee pursuant to Section 72.

SERVICE:

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

Is the landlord entitled to a Monetary Order for rental loss and filing fee?

### **Background and Evidence:**

Both parties attended and were given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenancy commenced July 16, 2015 on a fixed term lease expiring June 30, 2016, a security deposit of \$400 was paid and rent was \$800 a month. The tenant gave notice and vacated on January 30, 2016 before the end of the fixed term. The tenant included as evidence some written complaints he had made to the landlord concerning a tenant in a nearby unit who was harassing him by using derogatory language and damaging his car. He submitted bills for car repair. He said ICBC paid for the damage but he had to pay the deductible plus the separate glass claim as it was another incident. He said the Police would not get involved because the damage was not over \$5,000. He said he was forced to leave because he felt his life was in danger.

The landlord said they were concerned when they received complaints from this tenant so they approached the tenant in the nearby unit but he denied causing any problems

for this tenant. The property manager said she then visited every unit in the strata to question whether they had any problems with the tenant in the nearby unit or had seen any problems between him and this tenant. She said they could find no one who had problems or had seen problems with the tenant in the nearby unit. They re-rented the unit for March 1, 2016 and the new tenant has reported no problems with the tenant in the nearby unit. They said they found no police report of any incidents. They request rental loss of \$800 for February.

After discussion, the landlord offered to settle for retaining the \$400 security deposit. The tenant said he was upset and considered it unfair but he reluctantly agreed to settle for the landlord keeping the security deposit as the alternate meant he would owe more money and he is on a fixed income. 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 is rental loss of \$800 due to the breach of the fixed term lease. Although the tenant contended he was forced to leave due to the actions of a nearby tenant, I find insufficient evidence to support his allegations. There were no letters or other witnesses to the behaviour noted by him. As the landlord has offered to settle the matter by retaining the security deposit of \$400 in full settlement of the rent owed, I find the landlord is entitled to retain the security deposit.

### **Conclusion:**

**I HEREBY ORDER that the landlord is entitled to retain the \$400 security deposit of the tenant in full settlement of rent or other monies owed. This settles all matters between the parties in respect to this tenancy.**

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: July 21, 2016

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Residential Tenancy Branch

