



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, MND, MNSD & MNDC

Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. A monetary order in the sum of \$575 for liquidated damages.
- b. An order to keep the security deposit.
- c. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of a representative of the applicant and in the absence of the respondent although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the Application for Dispute Resolution/Notice of Hearing was served on the Tenant by mailing, by registered mail to where the Tenant resides on March 17, 2016. The representative of the landlord testified that he talked to the tenant shortly after he had mailed it and the Tenant confirmed he had received it. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- c. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a one year fixed term written tenancy agreement that provided that the tenancy would start on April 1, 2015 and end on March 31, 2016. The tenancy agreement provided that the tenant(s) would pay rent of \$1150 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$575 at the start of the tenancy. The tenancy agreement included a liquidated damage clause that provided the tenant would pay the landlord \$575 as liquidated damages if he broke the fixed term lease.

The tenant gave the landlord Notice he was vacating the rental unit in January 2016 and he vacated at the end of February 2016.

Landlord's Application - Analysis

The tenant failed to attend the hearing and failed to dispute this claim. The tenant breached the one year fixed term by ending the tenancy at the end of February 2016. The representative of the landlord testified the landlord owns approximately 188 units in the Vancouver.. He further testified that it costs the landlord around \$750 for the cost of staff time, showings etc. when they are required to re-rent a rental unit.

In the absence of evidence from the tenant I determined the liquidated damage clause where the tenant agreed to pay the landlord \$575 is a genuine pre-estimation of the loss and is enforceable. I ordered that the tenant pay to the landlord the sum of \$575 plus \$100 for the cost of the filing fee for a total of \$675.

Security Deposit

I determined the security deposit plus interest totals the sum of \$575. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$100.

Conclusion

In summary I determined the landlord has established a monetary order against the tenant(s) in the sum of \$675. I ordered the landlord may retain the security deposit/pet deposit in the sum of \$575. In addition I ordered that the Tenant pay to the Landlord the sum of \$100.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

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: August 05, 2016

Residential Tenancy Branch