



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 MND, MNDC, MNSD, FF

Introduction

This was a hearing with respect to an application by the landlord for a monetary award and an order to retain the security deposit and pet deposit in partial satisfaction of the monetary award. The hearing was conducted by conference call. The named parties attended on behalf of the landlord. The tenants did not attend, although they were served with the application and Notice of Hearing sent by registered mail on January 15, 2016. This is the second application brought by the landlord with respect to this claim. The landlord's first application was set for hearing on January 4, 2016, but it was dismissed with leave to reapply because neither party called in to participate in the hearing.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?
Is the landlord entitled to retain all or part of the tenants' security deposit and pet deposit?

Background and Evidence

The rental unit is an apartment in Surrey. The tenancy began February 15, 2015 for a fixed term ending February 28, 2016. The monthly rent was \$1,125.00, payable on the first of each month. The tenants paid a security deposit of \$562.50 and a pet deposit of \$200.00 at the start of the tenancy.

The tenancy agreement provided that the tenants would be charged a lease break fee of \$350.00 if they ended the tenancy before the end of the fixed term. The landlord and the tenants also signed a rental incentive agreement whereby the tenants received a monthly rent discount or concession in the amount of \$94.00 commencing March 1, 2015. The incentive agreement provided that the tenants broke the lease and ended

the tenancy before the end of the fixed term, the lease incentives would immediately become due and payable to the landlord.

The tenants gave the landlord written notice and moved out of the rental unit on June 30, 2015. The landlord applied to claim the \$350.00 lease break fee and recover the \$94.00 monthly rent incentive for March, April, May and June in the amount of \$376.00, for a total claim of \$726.00.

Analysis

The evidence established that the tenants breached the fixed term tenancy agreement by giving notice and moving out on June 30, 2015, eight months before the end of the fixed term. I find that the landlord is entitled to recover the \$350.00 lease break fee and to recover lease incentives in the amount of \$376.00 as claimed. The landlord is entitled to recover the \$100.00 filing fee for this application for a total award of \$826.00. I order that the landlord retain the security deposit and pet deposits of \$762.50 in partial satisfaction of this award and I grant the landlords an order under section 67 for the balance of \$63.50.

Conclusion

The landlord's claim has been allowed in the amount stated.

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 30, 2016

Residential Tenancy Branch

