



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 XX, XX

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the landlord's agent.

The landlord provided documentary evidence to confirm the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on May 12, 2016 in accordance with Section 89. Section 90 of the *Act* deems documents served in such a manner to be received on the 5th day after they have been mailed.

Based on the documentary evidence of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for compensation for repairs to the rental unit and for a "lease break fee"; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted into evidence the following relevant documents:

- A copy of a tenancy agreement signed by the parties on November 17, 2015 for a 6 month fixed term tenancy beginning on December 1, 2015 for a monthly rent of \$825.00 due on the 1st of each month with a security deposit of \$412.50 and a pet damage deposit of \$200.00 paid. The tenancy agreement contains a clause that stipulates that should the tenant terminate the tenancy prior to the end of the fixed term the tenant must pay the landlord \$350.00 for the costs of securing a

new tenant for the rental unit. The landlord seeks only \$100.00 for the “lease break fee”;

- A copy of a Condition Inspection Report noting the living room laminate floor was damaged and several photographs showing the damage; and
- A receipt for labour to install the replacement flooring and a purchase order from the landlord’s supplier for the laminate flooring replacement stock. The total of these costs is \$753.04. The landlord seeks only \$581.00 of these costs.

The landlord submitted that the tenant ended the tenancy earlier than the end of the fixed term because his vehicle had been broken into during the tenancy in the landlord’s secured parking. The landlord seeks only a portion of the “lease break fee” in recognition of this reason.

The landlord presented that it appears the damage to the laminate flooring resulted from the tenant’s pet urinating on the floor. The landlord provided no explanation as to why they had reduced the amount of their claim from the actual costs incurred to the lesser amount claim.

Analysis

Section 37 of the *Act* states that when a tenant vacates a rental unit at the end of a tenancy the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear and give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

Based on the landlord’s undisputed evidence and testimony I find the tenant has failed to his obligations under Section 37 of the *Act* to leave the rental unit undamaged except for reasonable wear and tear. I am satisfied the landlord has established the value of the costs incurred as a result of this damage. I grant the landlord \$581.00 as claimed for this damage.

Also based on the landlord’s undisputed evidence and testimony, I find the tenant ended the tenancy prior to the end of the fixed term and in accordance with Clause 4 of the tenancy agreement the landlord is entitled to the “lease break fee” in its totality. However, as the landlord has claimed only \$100.00 for this fee I grant the landlord this amount.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$781.00** comprised of \$100.00 “lease break fee”; \$581.00 floor repairs; and the \$100.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and pet damage deposit held in the amount of \$612.50 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$168.50**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: November 09, 2016

Residential Tenancy Branch