



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding EASYRENT REAL ESTATE SERVICES LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: MNR MNSD FF

### **Introduction:**

Both parties attended and gave sworn testimony. 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 sections 88 and 89 of the Act. The landlord applies pursuant to the *Residential Tenancy Act* for orders as follows:

- a) A monetary order pursuant to Sections 7, 44, 45 and 67 for liquidated damages 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.

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

Is the landlord entitled to a Monetary Order for liquidated damages and filing fee?

### **Background and Evidence:**

Both parties attended and were given opportunity to be heard, to present evidence and to make submissions. The parties agreed to the basic facts. The undisputed evidence is that the tenancy commenced December 1, 2015 on a fixed term to November 30, 2016, a security deposit of \$1225 was paid and rent was \$2450 a month. The tenant vacated before the end of the fixed term on October 31, 2016. The tenancy agreement in evidence provides for payment of liquidated damages of \$1286.25 in the event of the breach of the fixed term lease. The landlord claims \$1286.25.

The landlord submitted a copy of the rental ledger showing the landlord paid a fee of \$1225 for re-renting plus GST of \$61.25. The tenant contends this is an unjustified amount and a penalty as the landlord would have incurred these fees anyway when he left one month later at the end of his fixed term.

The landlord said that the owner had incurred losses of \$1087.80 as they had to re-rent at the old rent as it was a fixed term lease. They said the owner was increasing the rent

by 3.7% which is the legal limit for 2017 but was prevented by having to re-rent during the final month of a fixed term lease. They said the owner lost \$90.65 a month on the new 12 month lease that was signed.

The tenant said he did not object to paying actual losses but he had been dissatisfied with explanations at the time. After further discussion and negotiation, the parties voluntarily agreed to settle on the following terms and conditions:

**Settlement Agreement:**

- 1. The tenant agrees to pay \$643.12 (50%) of the liquidated damage claim plus the filing fee (total \$743.12).**
- 2. The landlord agrees to retain the security deposit in satisfaction and remit to the tenant the balance of \$481.88 which is the remainder of the deposit.**
- 3. The tenant will be issued a monetary order for \$481.88.**
- 4. This settles all matters between the parties in respect to this tenancy.**

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

**Analysis and Conclusion:**

Based on the above noted settlement agreement, I find the landlord entitled to retain \$743.12 of the tenant's security deposit. I find the tenant entitled to a monetary order for \$481.88 which is the balance of his deposit.

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: May 09, 2017

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Residential Tenancy Branch