



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mountain Town Properties
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, MNDC, RP, RR, FF, MND, MNR, MNSD, OPR

Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant(s), and one brought by the landlord(s). Both files were to be heard together; however the tenants did not initially join the conference call and I therefore proceeded with the hearing in the tenant's absence.

All testimony from the landlord was taken under affirmation.

Issue(s) to be Decided

At the beginning of the conference call, the landlord stated that the tenants vacated the rental unit on May 3, 2017, and therefore they no longer require an Order of Possession.

The issue I dealt today therefore is whether or not the landlords have established monetary claim against the tenants, and if so in what amount.

Background and Evidence

The landlord testified that this tenancy began on November 24, 2015 and, on December 15, 2015, the tenants paid a security deposit of \$575.00, and a pet deposit of \$575.00.

The landlord further testified that on October 26, 2016 the tenants signed a new fixed term tenancy agreement, within end of tenancy date of May 31, 2017, and with an addendum, that included a liquidated damages clause that required the tenants to pay \$750.00 if the tenants breached the tenancy agreement in such a manner that requires the tenancy ends before the end of the fixed term.

The landlord further testified that the present rent is \$1150.00.

The landlord further testified that the tenants failed to pay any rent for the month of April 2017 and therefore they were served with a 10 day Notice to End Tenancy on April 3, 2017.

The landlord further testified that the tenants failed to comply with the ten-day notice; however the tenants eventually vacated the rental unit on May 3, 2017, without paying rent for May 2017 either, and they have not been able to re-rent the unit as of today's date.

The landlords are therefore requesting a monetary order as follows:

Liquidated damages	\$750.00
April 2017 rent outstanding	\$1150.00
May 2017 rent outstanding	\$1150.00
Filing fee	\$100.00
Total	\$3150.00

The landlords therefore requested an order be issued allowing them to keep the full security/pet deposits towards this claim and requested a monetary order be issued for the difference.

Analysis

After reviewing the evidence provided by the landlord, it is my finding that the landlord has established the full amount claimed.

The landlord has provided a copy of the fixed term tenancy agreement with an end of tenancy date of May 31, 2017, and a monthly rent of \$1150.00, due on the first of each month.

The landlord has also provided a copy of the addendum to that tenancy agreement which clearly shows that the tenants have agreed to pay liquidated damages of \$750.00.

I accept the landlords undisputed testimony that rent has not been paid for the months of April 2017, and May 2017, and it is my finding therefore that the tenants are liable for that full outstanding rent.

Therefore, pursuant to section 62 of the Residential Tenancy Act I have allowed the landlords full claim of \$3150.00.

Further, pursuant to section 38 of the Residential Tenancy Act I order that the landlords may retain the full security/pet deposit totaling \$1150.00, and pursuant to section 67 of the Residential Tenancy Act I have issued a monetary order for \$2000.00.

Further, after the landlord had concluded her testimony, I waited until 10 min. after the time at which the hearing was to have started, to give the tenants time to appear, before giving the landlord my decision and dismissing the tenants application.

Conclusion

The tenant's application was dismissed in full without leave to reapply.

I allowed the landlords full claim of \$3150.00 and I therefore ordered that the landlord may retain the full security deposit and pet deposit totaling \$1150.00, and a monetary order was issued against the tenants in the amount of \$2000.00.

Note: as stated above, the tenants came on the line well after the hearing was to have started, and after I'd already verbally given the landlord a decision, and I therefore informed the tenants that the hearing had concluded and they would be receiving the decision.

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 29, 2017

Residential Tenancy Branch