



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COLUMBIA PROPERTY MANAGEMENT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution wherein the Landlord requested monetary compensation from the Tenant for unpaid rent, compensation for breach of the tenancy agreement, authority to retain the Tenant's security deposit and to recover the filing fee.

The hearing was conducted by teleconference on November 28, 2017. Only the Landlord's agent called into the hearing. She gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Landlord's agent testified that they served the Tenant with the Notice of Hearing and the Application on June 13, 2017 by registered mail. A copy of the registered mail tracking number is provided on the unpublished cover page of this my Decision. The Landlord's agent further confirmed that the Tenant signed for the package on June 24, 2017. Based on this testimony and evidence, I find the Tenant was duly served as of June 24, 2017 and I proceeded with the hearing in their absence.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, not all details of the Landlord/Tenant's submissions and or arguments are reproduced here; further, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to monetary compensation from the Tenant?

2. Should the Landlord be authorized to retain the Tenant's security deposit?
3. Should the Landlord recover the filing fee?

Background and Evidence

This one year fixed term tenancy began August 1, 2016. Monthly rent was payable in the amount of \$1,150.00 and the Tenant paid a security deposit in the amount of \$575.00 on July 27, 2016.

The Tenant vacated the rental unit as of May 20, 2017. The unit was re-rented as of June 15, 2017. In the within hearing the Landlord also sought loss of rent for June 1-15, 2017 in the amount of \$574.95.

The Landlord also sought \$300.00 in liquidated damages. Clause A to the addendum to the agreement provides as follows:

If the Tenant terminates the tenancy before the end of the original term, the Landlord may, at the Landlord's option, treat his Tenancy Agreement as being at an end. In such event, the sum of \$300.00 shall be paid by the Tenant to the landlord as liquidated damages, and not as a penalty, to cover the administration costs of re-renting the said premises. The Landlord and Tenant acknowledge and agree that the payment of the said liquidated damages shall not preclude the Landlord from exercising any further right of pursuing another remedy available in law or in equity, including, but not limited to, damages to the premises and damages as a result of loss of rental income due to the Tenant's breach of the terms of this agreement.

The Landlord also sought \$210.00 as compensation for a bylaw fine paid for by the Landlord and incurred as a result of the Tenant failing to comply with the strata bylaws regarding the move out. The Tenant signed the Form K, acknowledging receipt of the strata bylaws. The Landlord's agent testified that the Tenant moved out on May 20, 2017 without giving the strata notice of his move or coordinating this move. The fine levied by the strata was for \$210.00. The Landlord's agent testified that when she did the move out inspection with the Tenant on May 29, 2017 she informed him of the fine and he stated that he intended to dispute the amount. She confirmed that she was not aware if he had done so, and in any case confirmed that the Landlord paid the \$210.00 fine such that he sought compensation.

Analysis

Based on Landlord's undisputed testimony and evidence I find as follows.

The full text of the *Residential Tenancy Act*, Regulation, and Residential Tenancy Policy Guidelines, can be accessed via the website: www.gov.bc.ca/landlordtenant.

In a claim for damage or loss under section 67 of the *Act* or the tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the Landlord has the burden of proof to prove their claim.

Section 7(1) of the *Act* provides that if a Landlord or Tenant does not comply with the *Act*, regulation or tenancy agreement, the non-complying party must compensate the other for damage or loss that results.

Section 67 of the *Act* provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

I find the Tenant breached the tenancy agreement by vacated the rental unit prior to the expiration of the fixed term.

The tenancy agreement provided that in the event of such a breach the Tenant would pay the Landlord the sum of **\$300.00** as liquidated damages. I therefore find the Landlord is entitled to this sum.

I also find the Tenant is responsible for the loss of rent from June-15 in the amount of **\$574.95** as the Tenant was obligated to pay rent until July 31, 2017. Fortunately the Landlord was able to mitigate their loss such that they were able to re-rent the unit by June 15, 2017.

I also find the Tenant is responsible for compensating the Landlord for the **\$210.00** fine levied by the strata corporation. I accept the Landlord's agent's testimony that the Tenant signed the Form K confirming he had read the strata bylaws. I also accept her evidence that the strata issue fines in the amount of \$210.00 should an occupant move out of a building without making appropriate arrangements. As the Tenant failed to make such arrangements, the Landlord received this fine.

As the Landlord has been entirely successful I also award recovery of the **\$100.00** filing fee.

Conclusion

The Landlord is entitled to compensation in the amount of **\$1,184.95** calculated as follows:

liquidated damages	\$300.00
June 1- 15 rent	\$574.95
bylaw fine	\$210.00
filing fee	\$100.00
TOTAL AWARDED	\$1,184.95

The Landlord is authorized to retain the Tenant's **\$5275.00** security deposit as partial payment of the above and is granted a Monetary Order for the balance due in the amount of **\$6509.95**. This Order must be served on the Tenant and may be filed and enforced in the B.C. Provincial Court (Small Claims Division).

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 28, 2017

Corrected: December 8, 2017

Residential Tenancy Branch