



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS
LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **MNDCL, FFL**

Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

The agents HZ and TC attended the hearing on behalf of the landlord ("the landlord"). The landlord had opportunity to submit affirmed evidence and call witnesses.

The landlord stated they were not recording the hearing.

The landlord provided their email address for delivery of this Decision.

Attendance of Tenant

The tenant did not attend the hearing. I kept the teleconference line open from the scheduled time for the hearing for an additional xx minutes to allow the tenant the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct call-in number and participant code for the tenant was provided.

Service

The landlord provided affirmed testimony that they served the tenant with the Notice of Hearing and Application for Dispute Resolution by registered mail. The landlord testified they sent the documents by registered mail to the tenant on November 10, 2021 at the forwarding address provided by her before she moved out.

The landlord provided the Canada Post Tracking Number and copy of receipt in support of service. Further to the landlord's testimony and supporting documents, I find the landlord served the tenant with the documents 5 days after mailing pursuant to section 90, on November 15, 2021.

Issue(s) to be Decided

Is the landlord entitled to the relief requested?

Background and Evidence

This application by the landlord is for liquidated damages allowed under the tenancy agreement and reimbursement of the filing fee:

ITEM	AMOUNT
Liquidated damages	\$775.00
filing fee	\$100.00
TOTAL AWARD REQUESTED	\$875.00

The landlord submitted a copy of the tenancy agreement which contained a liquidated clause in the amount of \$775.00. The agreement provided that the tenant shall pay this amount in the event they ended the fixed term early.

The tenancy began on May 1, 2021 for a fixed term of one year and ended when the tenant moved out early on October 31, 2021. Rent was \$1,550.00 and the tenant provided a security deposit of \$775.00 at the beginning of the hearing. The landlord holds the security deposit.

The tenant provided notice to the landlord they were moving out early along with their forwarding address on September 30, 2021.

Condition inspection reports were completed on moving in and moving out. The landlord did not submit copies of the reports.

The landlord brought this application on November 5, 2021, within 15 days of the ending of the tenancy.

The landlord requested an award for the liquidated damages and filing fee. They asked for authorization to apply the security deposit to the award.

Analysis

I accept the landlord's testimony and documentary evidence in all respects and find the landlord is entitled to the relief requested.

I find the parties entered a fixed term tenancy for one year which the tenant ended early.

The landlord claims liquidated damages in the amount of \$775.00. The landlords based the claim on a provision of the tenancy agreement which stated that, if the tenant vacated the unit prior to the end of the term, the tenant is required to pay the landlord liquidated damages in this amount.

I find the amount of liquidated damages was a reasonable estimate at the time the tenancy agreement was signed of the costs of advertising and locating a suitable tenant for the unit if the tenant vacated before the end of the term.

I award the landlord \$775.00 as liquidated damages.

As the landlord is successful in this application, I award the landlord reimbursement of the filing fee of \$100.00.

Pursuant to section 72, I authorize the landlord to apply the security deposit to the award.

I grant the landlord a Monetary Order for the balance of the award of \$100.00.

My award is summarized:

ITEM	AMOUNT
Liquidated damages	\$775.00
filing fee	\$100.00
(Less security deposit)	(\$775.00)
TOTAL	\$100.00

Conclusion

I grant the landlord a Monetary Order for **\$100.00**.

The Order must be served on the tenant. If the tenant fails to comply, the landlord may file the Order with the Courts of British Columbia to 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: June 10, 2022

Residential Tenancy Branch