



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing

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

DECISION

Dispute Codes MNDCL-S FFL

Introduction

The Landlord seeks \$825.00 for liquidated damages under section 67 of the *Residential Tenancy Act* (the “Act”) and \$100.00 for the application fee under section 72 of the Act.

The Landlord’s agent (hereafter the “Landlord”) attended the hearing. The Tenant did not. The Landlord testified under oath that they served the Notice of Dispute Resolution Proceeding on the Tenant at their forwarding address by Canada Post registered mail on September 26, 2022. The Landlord had a copy of the receipt and tracking number. I find that the Tenant was served with the required documentation necessary for them to participate in the dispute resolution proceedings.

Issues

1. Is the Landlord entitled to \$825.00 for liquidated damages?
2. Is the Landlord entitled to \$100.00 for the cost of the application fee?

Evidence and Analysis

The tenancy began on May 1, 2022. The Tenant paid a \$825.00 security deposit which the Landlord currently holds in trust pending this application.

It was a fixed-term tenancy that, as per the written tenancy agreement (“Agreement”), was to end on October 31, 2022. According to the Agreement, if the Tenant terminated the tenancy before the end of the fixed term tenancy, then they would be liable for \$825.00 in liquidated damages. This contractual term is clearly set out in clause 4 on page one of the Agreement.

The Tenant ended the tenancy by giving written (email) notice on July 31, 2022. They informed the Landlord that they would be vacating the rental unit on September 1, 2022.

Section 7 of the Act states that if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

The Agreement required the Tenant to rent the rental unit for a fixed term. The Tenant did not comply with the Agreement. The Agreement further stated—and the Tenant agreed to this term when they signed and entered into the Agreement in early April 2022—that if the Tenant ended the tenancy before the end of the fixed term that they would be liable to pay liquidated damages.

In summary, I find that the Tenant did not comply with the tenancy agreement and thus they must compensate the Landlord for this noncompliance as set out in the Agreement.

Pursuant to section 67 of the Act, the Landlord is awarded \$825.00 in liquidated damages. As this amount equals the amount of the security deposit held in trust, I authorize the Landlord to retain the security deposit (under section 38(4)(b) of the Act) in full satisfaction of this award.

The Landlord was successful in their application and are thus awarded \$100.00 to pay for the cost of the application fee under section 72 of the Act. A monetary order in this amount is issued with this decision to the Landlord.

Conclusion

The Landlord's application is hereby granted.

This decision is made on delegated authority under section 9.1(1) of the Act.

Dated: June 6, 2023

Residential Tenancy Branch