

DECISION

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for unpaid rent under section 67 of the Act
- a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act
- a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

and the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for the return of all or a portion of their security deposit under sections 38 and 67 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that the Landlord(s) acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

I find that the Tenant(s) acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

Service of Evidence

Based on the submissions before me, I find that the Tenant's evidence was served to the Landlord in accordance with section 88 of the Act.

Based on the submissions before me, I find that the Landlord's evidence was served to the Tenant in accordance with section 88 of the Act.

Issues to be Decided

Is the landlord entitled to a Monetary Order for unpaid rent?

Is the landlord entitled to a Monetary Order for damage to the rental unit or common areas?

Is the landlord entitled to a Monetary Order for compensation for damage or loss under the Act?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the tenant entitled to a Monetary Order for the return of all or a portion of their security deposit?

Is the Tennant entitled to recover the filing fee for this application from the Landlord?

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Facts and Analysis

The Landlord provided a copy of the tenancy agreement showing a fixed term tenancy with a start date of June 1, 2024, and an end date of May 31, 2025. Monthly rent is \$3100.00 due on the first day of each month with a \$1550.00 security deposit. Additionally, the tenancy agreement shows the Tenant is responsible for 67% of the electricity, gas and water/sewer utility bills.

Both parties agree that the Tenant vacated the rental unit on December 31, 2024, in violation of section 45 of the Act. The Tenant affirms vacating for personal reasons but did not provide any evidence that it was for a reason that would allow the early termination of a fixed term tenancy.

The Landlord affirms the rental unit was rented again effective February 1, 2025.

I find the tenancy ended on January 31, 2025.

Is the landlord entitled to a Monetary Order for unpaid rent?

Policy Guideline (PG) 3 reads as follows:

A tenant is liable to pay rent until a tenancy agreement ends... Where a tenant vacates or abandons the premises before a tenancy agreement has ended, the tenant must compensate the landlord for the damage or loss that results from their failure to comply with the legislation and tenancy agreement. This can include the unpaid rent to the date the tenancy agreement ended and the

rent the landlord would have been entitled to for the remainder of the term of the tenancy agreement.

Both parties agree that the Tenant paid rent through Pre-Authorized Debit (PAD) and that January 2025 rent was debited. As I find the tenancy ended January 31, 2025, I further find the Landlord, per PG 3, is entitled to the rent for January 2025, and may retain the \$3100.00 that was debited as January 2025 rent.

Is the landlord entitled to a Monetary Order for damage to the rental unit or common areas?

The Landlord provided a copy of the move in/out Condition Inspection Report (CIR) that is signed by both parties on December 31, 2024, at move out. The Tenant indicates in the CIR that he agreed that the report fairly represents the condition of the rental unit at move out.

The CIR indicates that portions of the rental unit were left dirty. The Landlord further provided a copy of a cleaning invoice dated January 5, 2025, for \$90.00 for two hours of cleaning. The invoice lists, as being cleaned, the same portions of the rental unit the CIR stated were left dirty.

I find the Landlord has provided sufficient evidence that the rental unit was left in a condition that required cleaning in the submitted amounts.

As such I find the Landlord is entitled to a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act in the amount of \$90.00.

Is the landlord entitled to a Monetary Order for compensation for damage or loss under the Act?

The Landlord requests \$1550.00 in liquidated damages. Paragraph 3.1 of the tenancy agreement states the following:

If the Tenant ends or gives notice to end tenancy before the end of the original Term of this Agreement, or any subsequent fixed term, or if the Tenant is in breach of the Residential Tenancy Act or a material term of this Tenancy Agreement that causes the Landlord to end the tenancy before the end of the original Term or subsequent fixed term ("Early Termination"), then the Tenant must pay the sum of \$1,550.00 to the Landlord as liquidated damages and not as a penalty ("Liquidated Damages"). The Liquidated Damages is an agreed pre-estimate of the Landlord's administrative costs of advertising and re-renting the Premises as a result of the Early Termination. Payment of Liquidated Damages does not preclude the Landlord from exercising any further right to recovering other damages from the Tenant.

I find this clause to be a valid liquidated damages clause, and as such I find the Landlord is entitled to compensation in the amount of \$1550.00.

The Landlord affirms the Tenant has \$967.38 of unpaid utilities. The Tenant affirms never paying a water bill. He further affirms last paying a hydro bill on September 23, 2024. The Tenant affirms paying \$241.00 for a gas bill on October 11, 2024, but provided no supporting evidence.

The Landlord provided copies of a hydro bill, a gas bill, a water bill, and a tenant ledger to support their claim.

I find the Landlord has provided sufficient evidence to support their claim for unpaid utilities and that they are entitled to compensation in the amount of \$967.38.

I find the Landlord is entitled to a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act, in the amount of \$2,517.38.

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

I find the Landlord is entitled to retain the Tenant's \$1550.00 security deposit, plus interest of \$25.72, a total amount of \$1575.72, as partial satisfaction of the monetary award.

Is the tenant entitled to a Monetary Order for the return of all or a portion of their security deposit?

As the Landlord is being allowed to retain the security deposit as partial satisfaction of their monetary award, I dismiss the Tenant's application for the return of all or a portion of their security deposit without leave to reapply.

Is the Tennant entitled to recover the filing fee for this application from the Landlord?

As the Tenant was not successful in this application, the Tenant's application for authorization to recover the filing fee for this application from the Landlord under section 72 of the Act is dismissed, without leave to reapply.

Is the Landlord entitled to recover the filing fee for this application from the Tennant?

As the Landlord was successful in their application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act.

Conclusion

I grant the Landlord a Monetary Order in the amount of **\$1,131.66** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act	\$90.00
a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act	\$2,517.38
authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act	-\$1575.72
authorization to recover the filing fee for this application from the Tenant under section 72 of the Act	\$100.00
Total Amount	\$1,131.66

The Landlord is provided with this Order in the above terms and the Tenant(s) must be served with **this Order** as soon as possible. Should the Tenant(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and 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 Act.

Dated: March 31, 2025

Residential Tenancy Branch