



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

Decision

Dispute Codes:

MNR, MND, MNDC, MNSD, FF

Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for a monetary Order for unpaid rent, a monetary Order for damage to the rental unit, a monetary Order for money owed or compensation for damage or loss, to retain all or part of the security deposit, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

The Agent for the Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Tenant via registered mail at the address noted on the Application, on January 16, 2009. A tracking number was provided. The Canada Post website shows the mail was returned to the sender on February 16, 2009. These documents are deemed to have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Tenant did not appear at the hearing.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to financial compensation for loss of revenue from the month of January of 2009, for cleaning the rental unit, and for liquidated damages; to retain all or part of the security deposit; and to recover the filing fee for the cost of this Application for Dispute Resolution.

Background and Evidence

The Landlord submitted a tenancy agreement that establishes that this is a fixed term tenancy that began on November 01, 2008 and was to end on October 31, 2009; that required the Tenant to pay monthly rent of \$800.00 and that the Tenant paid a security deposit of \$400.00 on November 01, 2008.

The Landlord submitted a condition inspection report that was completed at the end of the tenancy by the Landlord, however it was not signed by the Tenant. This report

indicates that the carpets in the rental unit were dirty, that the rental unit required cleaning, and that there were light bulbs missing from the hallway.

The Landlord is seeking compensation, in the amount of \$175.00, to clean the carpets. The Agent for the Landlord stated that they Landlord paid \$175.00 to Absolutely Brilliant to clean the carpets, although a receipt for the cleaning was not provided.

The Landlord is seeking compensation, in the amount of \$145.00, for cleaning the rental unit. The Agent for the Landlord stated that employees of the Landlord spent approximately 7.5 hours cleaning the rental unit, which included removing and cleaning the blinds.

The Landlord is seeking compensation, in the amount of \$2.00, to replace a light bulb that was missing from the hallway of the rental unit.

The Agent for the Landlord stated that on, or about, December 15, 2008, the Tenant verbally advised her that she would be vacating the rental unit at the end of December. She stated that Landlord found new tenants for the rental unit for March 01, 2009. The Landlord is seeking compensation for loss of revenue for the month of January, as the Tenant ended this fixed term tenancy early without providing a full month's notice.

The Landlord is seeking compensation for liquidated damages, in the amount of \$250.00, because the Tenant ended the tenancy early. Section 7(b) of the tenancy agreement, which was signed by the Tenant, authorizes the Landlord to collect \$250.00 for liquidated damages if she ends the fixed term tenancy early.

Analysis

In the absence of evidence to the contrary, I find that the carpets in the rental unit needed to be cleaned. I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to leave the rental unit reasonably clean at the end of the tenancy, and that the Landlord is therefore entitled to compensation for damages that flow from the Tenant's non-compliance with the *Act*. Although the Landlord did not submit a receipt for cleaning the carpet, I find that \$175.00 is a reasonable cost for cleaning a carpet, and I find that the Landlord is entitled to compensation in that amount.

In the absence of evidence to the contrary, I find that the rental unit required cleaning and that it took employees approximately 7.5 hours to clean. I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to leave the rental unit reasonably clean at the end of the tenancy, and that the Landlord is therefore entitled to compensation for damages that flow from the Tenant's non-compliance with the *Act*. In these circumstances, I find that \$145.00 is reasonable compensation for 7.5 hours of labour, and I find that the Landlord is entitled to compensation in that amount.

In the absence of evidence to the contrary, I find that the Tenant removed a light bulb from the hallway of the rental unit. I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed replace the light bulb, and that the Landlord is therefore entitled to compensation for damages that flow from the Tenant's non-compliance with the *Act*. Although the Landlord did not submit a receipt for the cost of a light bulb, I find that \$2.00 is a reasonable cost for replacing a light bulb, and I find that the Landlord is entitled to compensation in that amount.

In the absence of evidence to the contrary, I find that the Tenant ended this fixed term tenancy early, and that she did not provide one month's written notice of her intent to vacate the rental unit on December 31, 2008. I find that the Tenant failed to comply with section 45(2) of the *Act*, when she ended the fixed term tenancy earlier than a date specified in the tenancy agreement without providing one month's notice. I find that the Tenant's failure to provide one month's notice prevented the Landlord from finding a new tenant for January 01, 2009, and I therefore find that the Tenant must compensate the Landlord for loss of revenue for January, which is \$800.00. I also find that the Landlord is entitled to compensation for liquidated damages of \$250.00, as the Tenant agreed to pay this amount if she ended the fixed term tenancy early when she signed the tenancy agreement.

I find that the Landlord's application has merit, and I find that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$1,422.00, which is comprised on \$800.00 for loss of revenue from January of 2009; \$250.00 in liquidated damages; \$322.00 in damages and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution.

I hereby authorize the Landlord to retain the security deposit plus interest, in the amount of \$401.00, in partial satisfaction of this monetary claim. Based on these determinations I grant the Landlord a monetary Order for the amount \$1021.00. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Date of Decision: March 13, 2009
