



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

Decision

Dispute Codes:

MND, MNR, MNSD, MNDC, 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 Administrative Assistant stated that she sent copies of the Application for Dispute Resolution and Notice of Hearing to both Tenants to the forwarding address provided by the Tenant with the initials MH at the end of the tenancy. She stated that she sent the documents, via registered mail, on January 07, 2009. A tracking number for each package was provided. The Canada Post website shows that the document that was sent to the Tenant with the initials GL were returned to the sender on January 12, 2009, as the recipient was not located at that address. The Canada Post website shows that the document that was sent to the Tenant with the initials MH were returned to the sender on January 29, 2009, as the documents were unclaimed by that Tenant. These documents are deemed to have been served to the Tenant with the initials MH in accordance with section 89 of the *Residential Tenancy Act (Act)*, however neither Tenant appeared at the hearing.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to compensation for unpaid rent; to compensation for ending the fixed term tenancy early; for compensation for cleaning the carpet; to keep the security deposit to satisfy their monetary claims; and to recover the filing fee from the Tenants for the cost of the Application for Dispute Resolution, pursuant to sections 38, 67, and 72 of the *Act*.

Background and Evidence

The Landlord submitted a tenancy agreement that shows this was a fixed term tenancy that began on April 01, 2008 and ended on March 31, 2009; that the Tenants were required to pay monthly rent of \$1,025.00 on the first day of each month; and that the Tenant paid a security deposit of \$512.50 on March 08, 2008. The Agent for the Landlord stated that the Tenants provided written notice of their intent to end the Tenancy on November 30, 2008, and that the tenancy ended on December 31, 2008.

The Landlord submitted a Condition Inspection Report that was completed at the beginning of the tenancy. The Landlord submitted a Condition Inspection Report that was completed at the end of the tenancy and was signed by the Tenant with the initials MH. In the Condition Inspection Report that was completed at the end of the tenancy, the Tenant with the initials MH authorized the Landlord to retain \$250.00 from the security deposit as compensation for liquidated damages and \$95.00 as compensation for cleaning the carpet.

The Landlord is claiming compensation, in the amount of \$94.50 for cleaning the carpets and \$250.00 for liquidated damages for ending the fixed term tenancy early.

The Agent for the Landlord stated that the Tenant with the initials MH paid \$512.50 for rent for December of 2008, but that \$512.50 remains unpaid.

Analysis

As one of the Tenants provided the Landlord with authority, in writing, to retain \$250.00 from the security deposit for liquidated damages, I find that the Landlord has the authority to retain that amount.

As one of the Tenants provided the Landlord with authority, in writing, to retain \$95.00 from the security deposit for cleaning the carpet, I find that the Landlord has the authority to retain \$94.50 for cleaning the carpet, which is the amount requested by the Landlord.

In the absence of evidence to the contrary, I find that the Tenants have not paid rent in the amount of \$512.50 for December of 2008, and that the Landlord is entitled to compensation in that amount.

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.

I find that the Landlord is entitled to retain the Tenant's security deposit plus interest, in the amount of \$518.78, in partial satisfaction of the monetary claim.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$907.00, which is comprised on \$512.50 in unpaid rent, \$250.00 in liquidated damages, \$94.50 for cleaning the carpet, and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. The Landlord will be retaining the Tenant's security deposit plus interest, in the amount of \$518.78, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$388.22. In the event that the Tenants do not comply with this Order, it may be served on the Tenants, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Date of Decision: March 5, 2009