



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION AND REASONS

Dispute Codes:

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 damages/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 May 19, 2009. The Landlord provided Canada Post tracking #79359316975 as evidence of service. The Landlord testified that they used the service address provided by the Tenant when she gave her written notice to end the tenancy March 26, 2009.

These documents are deemed to have been served in accordance with section 89 of the Act; however the Tenant did not appear at the hearing.

Issue(s) to be Decided

Is the Landlord entitled to compensation for cleaning and liquidated damages loss?

Is the Landlord entitled to filing fee costs?

Background and Evidence

This one year fixed-term tenancy commenced October 20, 2008 and terminated on April 30, 2009 after the Tenant gave one months' notice to end the tenancy. The tenancy agreement indicates that the tenancy was to terminate on October 31, 2009.

The Landlord submitted a suite inspection form completed and signed by the tenant on October 15, 2009. This form indicates that the Tenant agrees to leave the unit in a clean condition and that carpets and drapes will be cleaned at the end of the tenancy.

The Tenant paid a security deposit of \$487.50 on October 15, 2008.

The Landlord submitted a copy of the tenancy agreement which states in clause #3:

*To terminate this lease prior to the expiry date on the 31 day of Oct., 2009 the tenant will be required to give notice to end their tenancy as provided for in section 12 herein. In addition **the tenant is required to pay \$300.00 as liquidated damages to cover administration costs – this is not a penalty**” (landlord’s emphasis.)*

The Landlord testified that they made one appointment, on short notice; with the Tenant to complete a move-out condition inspection and that the Tenant could not attend. The Landlord provided no evidence of a second attempt to meet with the tenant to complete the move-out condition inspection. The Landlord provided photographs that indicate the need for a small amount of cleaning. The Landlord testified that the Tenant did not clean the carpets or drapery.

The Landlord is claiming the following:

carpet cleaning	50.00
drapery cleaning	50.00
general suite cleaning	50.00
liquidated damages	300.00

Analysis

I have accepted the Landlord’s testimony and find that the Tenant did not clean the drapes or carpets as agreed to when the Tenant signed the move-in condition inspection form on October 15, 2009. I find the Landlord is entitled to compensation in the sum of \$100.00 for drape and carpet cleaning.

I have determined that the Tenant was not provided with adequate notice of the move-out condition inspection attempted on April 30, 2009. Further, as the Landlord has failed to provide evidence that the Tenant was provided with two opportunities to complete a move-out condition inspection I find that the cleaning costs, outside of carpet and drapes, are dismissed without leave to reapply.

I find that the Landlord is entitled to liquidated damages as agreed to by the Tenant in the tenancy agreement.

I find that the Landlords 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 **\$489.06** in partial satisfaction of the monetary claim.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$450.00, which is comprised of \$100.00 cleaning costs, \$300.00 liquidated damages 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 **\$450.00** in satisfaction of the monetary claim.

Based on these determinations I Order the Landlord to, forthwith, return the balance of the deposit, in the sum of \$39.06, to the Tenant.

Dated August 12, 2009.

Dispute Resolution Officer