

DECISION AND REASONS

Dispute Codes: SD MN FF

[1] This hearing dealt with an application by the landlord for a monetary order, an order allowing retention of the security deposit in partial satisfaction of the claim and recovery of the filing fee. Both parties attended the hearing and had an opportunity to be heard.

[2] The facts before me are as follows. This tenancy began on September 1, 2008. The rent was \$2,000.00 due in advance on the first day of each month. The tenancy agreement specified that the tenant must move out at the end of the tenancy but the agreement did not specify when the tenancy was to end. A security deposit of \$1,000.00 was paid on July 15, 2008. The tenant vacated the rental unit on June 28, 2009 without giving written notice and failed to pay the full rent for the last month. The tenant left the rental unit dirty and littered with garbage and furniture and there was damage to the bedroom doors, garage door and a bedroom window. In addition, the tenant had clogged the kitchen drain with chopsticks and fish bones which caused a leak in the rental unit. The rental unit was re-rented on August 1, 2009.

[3] The landlord has made a total monetary claim of \$4,275.08 comprised of the following items:

a. Garage door damage	\$ 506.23
b. Broken bedroom window	\$ 195.00
c. Clogged kitchen drain	\$ 258.70
d. Cleaning	\$ 150.00
e. Garbage and furniture removal	\$ 180.00

f. Replace locks	\$ 132.15
g. Broken oven door	\$ 98.00
h. Patching and painting	\$ 55.00
i. Liquidated damages	\$ 150.00
j. Unpaid rent for June	\$ 500.00
k. Unpaid rent for July (improper notice)	\$2,000.00
l. Filing fee	\$ 50.00

- [4] Based on the evidence before me, I am satisfied that the landlord has proved all of the above claims except the claim for liquidated damages. I am denying this claim because the tenancy agreement did not specify the term of the agreement. With respect to claims that I am allowing, the landlord has provided receipts for all expenses and Mr. J testified that the damage done to the rental unit was done by his roommates and guests permitted on the property by the tenant. Further, Mr. J testified that the rental unit was not properly cleaned or cleared out when he vacated on the 28th but that when he returned to the rental unit on June 30th he was unable to gain access. Mr. J testified that he would have cleaned the unit if he could have got inside but Ms. C testified that she did not receive any calls from Mr. J. As for the landlord's claim for unpaid rent for July, I have allowed the claim because the tenant failed to give proper notice to the landlord regarding termination of the tenancy.
- [5] I order that the landlord retain the deposit and interest of \$1,006.97 in partial satisfaction of the claim and I grant the landlord an order under section 67 for

the balance due of \$3,118.11. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated September 30, 2009.