

DECISION

Dispute Codes MND, MNSD, MNDC, FF

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for compensation under the Act and the tenancy agreement, an order to retain the security deposit in partial satisfaction of the claim, and for the filing fee.

Although duly served with the Application for Dispute Resolution and Notice of Hearing by registered mail, deemed under the Act to be received on May 24, 2009, the Tenant did not appear at the hearing.

The Agent for the Landlord gave affirmed testimony and provided documentary evidence.

Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

Background and Evidence

The tenancy began in March of 2009, and was for a fixed term of one year. The Tenant paid a security deposit of \$425.00 and a pet damage deposit of \$200.00, in 2009. There is no interest payable on these in 2009, under the regulation and the Act.

The Tenant vacated the rental unit on April 30, 2009, and did not participate in the move out condition inspection report. The Landlord filed within 15 days to retain the security deposit.

The Landlord claims to have incurred losses due to the early termination of the tenancy, and costs to clean and repair the rental unit due to the condition it was left in by the Tenant. The Tenant was also paid a move in allowance, which was refundable to the Landlord if the Tenant breached the tenancy agreement, under the terms of the allowance agreement.

The Landlord claims as follows:

a.	Rent due for April 2009	249.00
c.	Cleaning of window coverings	25.00
d.	Key & lock replacements	75.00
e.	Liquidated damages	300.00
f.	Filing fee	50.00
	Total claimed	949.00

Analysis

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Based on the testimony, evidence, and a balance of probabilities, I find that the Landlord has established claims for all the items listed above.

I find the Tenant did not clean the unit, or return keys, and breached the one year term tenancy, which has caused losses to the Landlord. I do not find the liquidated damages clause was a penalty.

Therefore, I allow the Landlord **\$949.00** for these claims.

I order that the Landlord retain the deposits of **\$625.00** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$324.00**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The Tenant breached the Act and tenancy agreement, and the Landlord was successful in the claim for compensation.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 02, 2009.

Dispute Resolution Officer