



Dispute Resolution Services

Residential Tenancy Branch

Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNR, MND, MNSD, MNDC

Introduction

This hearing was convened in response to an application by the landlord for a Monetary Order to recover unpaid rent, damages to the rental unit, and money owed or compensation for damages or loss under the Act, regulation or tenancy agreement, and an order to retain the security deposit in partial satisfaction of the monetary claim, and to recover the filing fee in respect to this application.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing.

The landlord's *amended application* during the hearing is only for charges in relation to the end of tenancy, as many of the claims in the application are *Res Judicata*, or already dealt with in the appropriate forum (a previous hearing decision). The residual claim is as follows:

- | | |
|--|----------|
| - Carpet Cleaning | \$ 57.75 |
| - Liquidated Damages / Tenancy Agreement | \$300.00 |
| - Charge back of moving allowance | |
| Per contract amendment | \$250.00 |
| - Filing Fee | \$ 50.00 |

Landlord's amended total claim on application **\$657.75**

As a result, I dismiss the portions of the landlord's application for Damages to the unit, for Unpaid rent, and to Retain the security deposit, without leave to reapply.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The undisputed evidence / testimony of the landlord is as follows. The tenancy began on February 01, 2009 under a 12 month fixed term tenancy agreement. The tenant vacated On May 22, 2009.

The landlord provided an invoice for carpet cleaning in the claimed amount, a copy of the tenancy agreement in respect to the claim for liquidated damages, and copy of tenancy agreement addendum in respect to the conditions of the moving allowance – stating that the tenant agrees to the recapture of the allowance if the tenant does not complete 12 months of tenancy.

Analysis

Based on the landlord's undisputed testimony **I find** landlord is entitled to the costs/damages claimed, and grant the landlord **\$607.75** for those costs. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$657.75**

Conclusion

I grant the landlord an Order under Section 67 of the Act for **\$657.75**

If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated September 17, 2009.