



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNR, MNDC, MNSD, FF

Introduction

A substantial amount of documentary evidence and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The respondent was served with notice of the hearing by registered mail that was mailed on July 17, 2009, but did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for a monetary order for \$1069.34, and a request to retain the full security deposit plus interest towards this claim.

Background and Evidence

The applicant testified that:

- The tenants vacated the rental unit without giving the proper notice and as a result the landlords lost a portion of the July 2009 rent.
- The tenant also left the rental unit in need of some cleaning.
- The tenants breached a one-year contract and therefore the landlords are claiming liquidated damages as per the tenancy agreement.



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- The tenants were also given a \$250.00 move-in allowance on the condition that they stayed for a full year however they failed to do so and therefore the agreement states that they are required to return that allowance.

The applicants are therefore asking for the following:

July 2009 prorated rent	\$391.34
July parking charge	\$40.00
General suite cleaning	\$18.00
Liquidated damages	\$300.00
Return of move-in allowance	\$250.00
Filing fee	\$50.00
Total	\$1069.34

The applicant's request that they be allowed to retain the \$625.00 security deposit towards this claim and that a monetary order is issued for the remainder.

Analysis

It is my decision that I will allow the full amount claimed by the landlords.

The tenants signed a one-year lease and vacated prior to the end of that lease without giving the proper notice; therefore they are liable for any lost rent, late fees, parking charges, and for the liquidated damages outlined in the tenancy agreement.

The tenants are also required to leave the rental unit in a clean condition and since they failed to do so I will also allow the claim for general suite cleaning.



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The tenants were given a \$250.00 move-in fee as an incentive to stay for a full year however the agreement they signed stated that if they did not stay for a full year they would pay back the \$250.00 move-in fee. Therefore I also allow the landlords claim for the return of this fee.

Conclusion

I have allowed the landlords full claim of \$1069.34. I therefore order that the landlord(s) may retain the full security deposit:

\$625.00

I further Order that the Respondent(s) pay to the applicants the following amount:

\$444.34

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: October 02, 2009.

Dispute Resolution Officer