



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

This matter dealt with an application by the Landlord for compensation for cleaning expenses, for liquidated damages, to recover the filing fee for this proceeding and to keep the Tenants' security deposit in payment of those amounts.

The Landlord served the Tenants with a copy of the Application and Notice of Hearing by registered mail to their forwarding address. According to the Canada Post online tracking system, the Tenants received the hearing packages on August 17, 2009. I find that the Tenants were served as required by s. 89 of the Act and the hearing proceeded in the Tenants' absence.

The Landlord confirmed that the suite number of the rental unit address on the application was incorrect and as a result, the application is amended to correct the address.

Issues(s) to be Decided

1. Is the Landlord entitled to compensation and if so, how much?

Background and Evidence

This fixed term tenancy started on February 1, 2009 and was to expire on January 31, 2010, however it ended on July 31, 2009 when the Tenants moved out. The Landlord said the Tenants did not leave the rental unit reasonably clean at the end of the tenancy and as a result, she sought \$315.00 for general cleaning and \$79.00 for carpet cleaning. The Landlord provided a copy of a move out condition inspection report (which is too faint to be legible) as well as photographs of the rental unit and a letter from the Tenants dated August 7, 2009 consenting to the deduction of cleaning expenses from their security deposit provided the balance of the security deposit and a remote deposit of \$75.00 was returned to them.

The Landlord also sought a "lease break fee" of \$400.00, however, the 3 page copy of the tenancy agreement provided by the Landlord does not contain a clause to that



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effect. The Landlord said that she thought the missing 4th page might contain a liquidated damages clause but she could not locate it.

Analysis

I find that there is no evidence to support the Landlord's claim for a lease break fee and as a result, that part of the Landlord's application is dismissed without leave to reapply.

Given that the Tenants gave the Landlord written authorization to keep \$394.00 from their security deposit for cleaning expenses, I find that the Landlord is entitled to that amount. However, given that the Tenants gave the Landlord written authorization prior to the Landlord filing her application in this matter and given that the Landlord has recovered only the amount that the Tenants authorized, I find that the Landlord is not entitled to recover the \$50.00 filing fee for this proceeding.

The Landlord claimed that the Tenants' remote deposit has already been returned to them. Consequently, I order the Landlord pursuant to s. 38(4) of the Act to keep \$394.00 from the Tenants' security deposit and to return the balance of the security deposit in the amount of \$115.00 to them.

Conclusion

If the amount of \$115.00 is not been paid to the Tenants within 15 days of the date of this decision, the Tenants may request that a Monetary Order be issued to them in these proceedings which can then be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an Order of that Court.

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: December 04, 2009.

Dispute Resolution Officer