



Dispute Resolution Services

Residential Tenancy Branch

Ministry of Housing and Social Development

DECISION

Introduction

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

The landlord's total monetary claim is for \$440.

I accept the landlord's evidence that despite 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 had opportunity to make submissions of evidence, and was provided opportunity to give testimony and fully participate in the hearing.

The request on application for unpaid rent was determined to be unnecessary and is hereby dismissed.

Issue(s) to be determined

Is the landlord entitled to the monetary amounts claimed?

Evidence and background

The landlord's undisputed evidence and testimony is as follows. The tenancy began on January 01, 2009, as a fixed-term tenancy ending December 31, 2009. Rent in the amount of \$989 per month payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$454.

The tenant gave the landlord notice and vacated July 31, 2009, contrary to the fixed term tenancy agreement. The landlord did an end of tenancy inspection without the

presence of the tenant and found that the rental unit required the oven to be cleaned (at a charge of \$10) and that the living room carpet required “shampooing”, (at a charge of \$30). The landlord is further claiming liquidated damages, as stipulated in the tenancy agreement, of \$400 for the tenant ending the fixed term tenancy early, as final and complete discharge of the tenant’s obligation to the contractual agreement.

The landlord applied for dispute resolution on August 11, 2009.

Analysis

I find the landlord’s claim to be reasonable and well supported by their submissions.

Section 45(2) of the Residential Tenancy Act (the Act), and Residential Tenancy Policy Guidelines 5 and 30 (www.rto.gov.bc.ca) aptly speak to the rights and obligations of tenants and landlords in respect to fixed term tenancies, and claims for loss.

Therefore, I find the landlord is entitled to their claim of \$400 for liquidated damages, and \$40 for cleaning at the end of the tenancy for a quantum of \$440. As the landlord’s application has merit, they are entitled to recovery of the \$50 filing fee, for a total entitlement of **\$490**.

Conclusion

I Order that the landlord retain the deposit and no accrued interest of \$454 in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 of the Act for the balance due of **\$36**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated December 07, 2009.