

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution for a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent. The tenants did not appear.

The landlord provided Canada Post printouts showing that both tenants were successfully served with Notice of Hearing documents via registered mail. Based on this confirmation I am satisfied the tenants were sufficiently served in accordance with Section 89 of the *Residential Tenancy Act (Act)*.

### Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for damage to the rental unit; for money owed or compensation for loss or damage; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlord submitted the following documents as evidence:

- A copy of a tenancy agreement signed by the parties on June 12, 2009 for a 1 year fixed term tenancy beginning on July 1, 2009 for a monthly rent of \$1,020.00 due on the 1<sup>st</sup> of the month and a security deposit of \$510.00 was paid and a liquidated damages clause should the tenant terminate the fixed term tenancy prior to the end of the term;
- A copy of an invoice dated December 1, 2009 for steam cleaning carpets for this rental unit in the amount of \$94.50;
- A summary of the financial claim;
- A copy of the tenant's account ledger;
- Copies of each tenant's application for tenancy dated June 12, 2009;
- A copy of a 10 Day Notice to End Tenancy for unpaid rent dated November 9, 2009 with an effective vacancy dated of November 19, 2009 for unpaid rent in the amount of \$1,050.00;
- A copy of a "Late Notice to Vacate" dated November 9, 2009 and signed by both tenants agreeing that the tenants were responsible for December rent if the rental unit was not re-rented and that the tenants agree to have their security deposit applied to this debt;

- A copy of an Condition Inspection Report – unsigned by the tenant's indicating the tenants did not attend or return calls to meet for the inspection report; and
- An invoice dated November 30, 2009 for cleaning the rental units including stove, fridge (inside out and behind) counters and cupboards being “touched up”, windows, floors, and drapes washed, hemmed and re-hung.

The landlord's agent confirmed the rental unit was re-rented effective December 18, 2009. He testified that the landlord's usual practice is to list the rental unit on their website and in the local newspaper immediately upon receipt of a notice to end a tenancy. In this case the landlord testified, in order to re-rent the unit, reduced the rent from \$1,020.00 per month to \$985.00.

The landlord's financial claim is as follows:

Description	Amount
November 2009 Rent	\$1020.00
Late Charge November Rent	\$25.00
Rent December 2009 (prorated)	\$526.45
Parking November 2009	\$30.00
Liquidated Damages	\$325.00
Carpet cleaning	\$94.50
Cleaning/cleaning supplies	\$88.00
<b>Total</b>	<b>\$2108.95</b>

### Analysis

As per the signed agreement between the tenants and the landlord and the landlord's testimony that the rental unit was re-rented effective December 18, 2009, I find the landlord is entitled to rent for December 2009 in the amount of \$526.45.

I also find the landlord entitled to November 2009 rent in the amount of \$1,020.00, liquidated damages of \$325.00 and late charge in the amount of \$20.00 as per the tenancy agreement.

In the absence of any evidence to the contrary from the tenants and in accordance with the tenancy agreement I find the tenants are responsible for the charges related to carpet cleaning, in the amount of \$94.50.

I also accept the landlord's claim for cleaning the rental unit, however, as per the invoice statement that the counters and cupboards required only a “touch up” and landlord's testimony that the landlord, by practice, washes, repairs and re-hangs all drapes I find the landlord is entitled to \$75.00 in cleaning and cleaning supplies.

### Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$2,140.95** comprised of \$2,090.95 for unpaid rent, liquidated damages, and cleaning costs and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$510.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1630.95**. This order must be served on the tenants and may be filed in the Provincial Court (Small Claims) 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: May 12, 2010.

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Dispute Resolution Officer