

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

This is the Landlord's application for a monetary order for damage to the rental unit and for compensation for damage or loss under the Act; to apply the security deposit in partial satisfaction of their monetary award; and to recover the cost of the filing fee from the Tenant.

The parties gave affirmed testimony and the Hearing proceeded on its merits.

Issues to be Decided

- Is the Landlord entitled to a Monetary Order for the cost of shampooing the carpet, repairing the plumbing and for compensation for the Tenant breaching the lease agreement?

Background and Evidence

The following facts are not in dispute:

- Monthly rent was \$1,025.00.
- The tenancy agreement was a fixed term lease, commencing September 1, 2009 and ending August 31, 2010. The Tenant moved out of the rental unit on February 28, 2010.
- The Tenant moved into the rental unit on September 1, 2008.
- The Tenant paid a security deposit in the amount of \$500.00 on September 1, 2008.
- The Tenant did not shampoo the carpet at the end of the tenancy.

The Landlord's agent gave the following testimony:

The tenancy agreement contains a clause allowing for liquidated damages in the amount of \$500.00 if the Tenant ended the tenancy before its term had expired. The Landlord seeks an award for liquidated damages in the amount of \$500.00 plus GST for administrative costs incurred in re-renting the rental unit.

The carpets were badly stained. The Landlord provided photographs in evidence of the carpets taken before the carpets were shampooed and after the carpets were shampooed. The Landlord seeks to recover the cost of shampooing the carpets, in the amount of \$164.16 from the Tenant. The Landlord provided a copy of the invoice with respect to shampooing the carpet in evidence.

Three days after the Condition Inspection Report was completed, the Landlord discovered that the kitchen drain in the rental unit was clogged with hair, egg shells, dirt

and plant material. The Landlord seeks to recover the cost of clearing the plumbing of these items, in the amount of \$164.65. The Landlord provided a copy of the invoice from the plumber in evidence.

The Tenant gave the following testimony:

The Tenant disputes the Landlord's claim in its entirety. The Tenant stated that he advertised the rental unit himself and that the Landlord had no advertising costs. Therefore, the Tenant does not believe he should have to pay for administrative costs in re-renting the unit.

The carpets were more than 20 years old and required replacement. The Tenant cleaned the carpets 4 times during his 18 month tenancy. The Tenant stated that the photographs provided in evidence did not disclose a point of reference.

The Tenant stated that the clogged drain was discovered after he moved out and that it could have been clogged by the new tenants.

Analysis

Liquidated damages are not only for the cost of advertising a rental unit for rent. They include other administrative costs, such as the Landlord's time taken to show the rental unit; preparing Condition Inspection Reports; preparing and signing a new tenancy agreement and administering the security deposit. The Tenant agreed to pay the liquidated damages in the amount of \$500.00 if he terminated the tenancy prior to its term when he signed the tenancy agreement. The Landlord seeks GST on the \$500.00, but the tenancy agreement does not stipulate GST would be added. Therefore, I allow this portion of the Landlord's claim in the amount of \$500.00.

Tenant lived in the rental unit for 18 months. Tenants are required to shampoo carpets at the end of a tenancy of this length. The Landlord's agent agreed that the carpets were older, but stated that the Landlord was pleased with the way the carpet appeared after it was shampooed. I allow this portion of the Landlord's claim in the amount of \$164.15.

The Tenant stated that the kitchen drain might have been clogged by the new tenant. The new tenant had lived in the rental unit for only 3 days, and I find this to be unlikely. I find, based on the balance of probabilities, that the Tenant caused the drain blockage, and allow this portion of the Landlord's claim in the amount of \$164.65.

The Landlord has been successful in his application and is entitled to recover the cost of the filing fee from the Tenant.

Pursuant to the provisions of Section 72 of the Act, the Landlord may apply the security deposit, together with accrued interest in the amount of \$2.50 towards partial satisfaction of his monetary award.

I hereby provide the Landlord a Monetary Order against the Tenant, calculated as follows:

Liquidated damages for early termination of lease	\$500.00
Cost of shampooing carpet	\$164.15
Cost of clearing clogged drain	\$164.65
Recovery of filing fee	\$50.00
Less security deposit set-off	-502.50
TOTAL MONETARY AWARD AFTER SET-OFF	\$373.30

Conclusion

I hereby grant the Landlord a Monetary Order against the Tenant in the amount of \$373.30. This Order must be served on the Tenant and may be filed in the Provincial Court of British Columbia (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: July 19, 2010.

Dispute Resolution Officer