



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with cross Applications for Dispute Resolution. The landlord sought a monetary order, as did the tenant.

The hearing was conducted via teleconference and was attended by the landlord's agent, the tenant and his agent.

### Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for lost revenue; costs associated with re-renting or liquidated damages; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

In addition it must be decided if the tenant is entitled to a monetary order for return of double the amount of the security deposit and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to sections 38, 67, and 72 of the *Act*.

### Background and Evidence

The landlord provided a copy of the tenancy agreement signed by both parties on September 21, 2009 for a 1 year and two week fixed term tenancy beginning on October 15, 2010 for a monthly rent of \$920.00 due on the 1<sup>st</sup> of the month with a security deposit of \$460.00 paid on September 21, 2009.

The agreement also has a liquidated damages clause that stipulates that should the tenant end the tenancy prior to the end of the term the tenant must pay the landlord \$350.00, to cover the costs of re-renting the unit.

The tenant testified through his agent that he provided his notice to end the tenancy to his landlord on March 1, 2010 with an effective date of March 31, 2010. And that he provided his forwarding address to the landlord. The landlord testified that she received his forwarding address on March 2, 2010.

The tenant contends that the landlord had arranged for a move out inspection to be completed at 1:00 p.m. on the day the tenant moved out but that she did not show up until 3:00 p.m. The landlord testified that she showed up at 12:00 noon and the tenant wasn't ready and that when she returned at 1:00 p.m. the tenant was gone.

The tenants submitted a receipt for carpet cleaning in the amount of \$75.00 dated March 31, 2010 and state that they had been cleaning in the rental unit when the landlord showed up to complete the inspection.

The landlord has submitted an invoice dated March 31, 2010 for carpet cleaning (\$85.00) and general apartment cleaning (\$263.00) and an invoice dated January 12, 2010 for a deadbolt lock in the amount \$22.38. The landlord is also claiming \$65.00 for the manager's extra time billing sheet and \$25.00 for a parking tag, but no testimony or evidence was provided on these items.

The landlord states that they re-rented the unit effective April 16, 2010 as the new renters were not able to move in until that time.

### Analysis

I accept the landlord's agent testimony that she received the tenant's forwarding address on March 2, 2010 and note that the landlord's application for dispute resolution to claim the security deposit was received by the Residential Tenancy Branch on April 30, 2010 outside the 15 days of the end of the tenancy and receipt of the tenant's forwarding as required under Section 38 of the *Act*. I therefore find the tenant is entitled to double the amount of the security deposit, in the amount of \$920.00.

As to the landlord's claim, I find the landlord is entitled to the claim of \$350.00 for liquidated damages as agreed upon in the tenancy agreement signed by both parties. I acknowledge that while the tenant may be held responsible for rent until such time as the rental unit could be re-rented, I find the landlord chose to accept a tenant not willing to move in until mid month and as such has failed to mitigate lost revenue for that period. I therefore, dismiss this portion of the landlord's application.

In regards to the landlord's claim for damages and cleaning. I accept that the tenant had the carpets cleaned professionally as per the receipt submitted and therefore the landlord is not entitled to claim for re-cleaning, as noted on their receipt. I do find, however, based on the photographic evidence the tenant is responsible for the charges submitted by the landlord for general cleaning.

As per the tenant's testimony that the keys were returned to the landlord on April 2, 2010 I find the landlord unnecessarily changed the locks to the rental unit and is therefore not entitled to reimbursement of that charge. And finally, as the landlord has failed to provide any evidence to the reasons why the tenants were being charged for the manager's extra time or for the parking tag, I dismiss this portion of the landlord's application.

Conclusion

I find that the tenant is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$357.00** comprised of \$920.00 double the security deposit less \$350.00 liquidated damages and \$263.00 cleaning plus the \$50.00 fee paid by the tenant for this application. As the landlord was only partially successful I dismiss their application for recovery of the filing fee.

This order must be served on the landlord 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: August 23, 2010.

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Dispute Resolution Officer