



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes

For the landlord MNR, MNDC, MNSD, FF
For the tenant MNSD, MNDC, FF

Introduction

This hearing was convened in response to an application by the landlord filed on March 07, 2011 and an application filed by the tenant on February 28, 2011. Both matters were set down for an in person hearing for this date.

The landlord applies for;

1. A Monetary Order for unpaid rent for February 2011 - Section 67 - \$750
2. A Monetary Order for compensation for damage and loss – section 67 - \$69
3. An Order to retain the security - Section 38 (- \$375)
4. An Order to recover the filing fee for this application - Section 72 - \$50

The tenant applied for:

1. A Monetary Order comprised of the return of their security deposit - Section 38 - \$375
2. A Monetary Order for compensation for damage and loss – section 67

This tenancy has ended. The tenant is not disputing a Notice to End as stipulated. There are no amendments to either application.

Despite the tenant having made their application and having requested a face to face hearing; and, having been provided with a Notice of Hearing with today's particulars the tenant did not participate in the in person hearing.

The landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Is the tenant entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on August 01, 2010 as a fixed- term tenancy agreement with an end date of July 31, 2011. The tenancy ended February 23, 2011 following a Notice to end for Unpaid rent. Rent in the amount of \$50 was 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 \$375. The tenant failed to pay rent in the month(s) of February 2011 and on February 03, 2011 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The landlord is requesting the unpaid rent in the amount of \$750.

The landlord also applies for liquidated damages as per the tenancy agreement, in the amount of \$250. The Tenancy agreement stipulates that the landlord may treat the tenancy to be at an end, *"if the tenant ends the fixed term tenancy"*.

The landlord also seeks cost of carpet cleaning in the amount of \$69 as per the tenancy agreement and invoice for the carpet cleaning. The quantum of the landlord's monetary claim is for **\$1069**.

Analysis

Based on the landlord's undisputed evidence and testimony I have reached a decision.

Despite their own application, as the tenant did not make an appearance in this hearing to uphold their claims, **I dismiss** the tenant's application without leave to reapply.

I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent, and I find the landlord is owed the unpaid rent in the amount of **\$750**.

I find that the landlord gave the tenant a Notice to End for Unpaid Rent and that the tenant did not pay the unpaid rent within 5 days of receiving the Notice to End, and by doing so, chose to end the tenancy and vacated within the provisions of the Notice to End. I find the tenant ended the fixed-term tenancy. Therefore, I will allow the landlord their request for the liquidated damages in the amount of **\$250**.

I find that the landlord is entitled to the carpet cleaning cost of **\$69**.

The landlord is also entitled to recovery of the **\$50** filing fee, for a total entitlement of **\$1119**. The security deposit will be off-set from the award made herein.

Calculation for Monetary Order

Rental Arrears	\$750.00
Liquidated damages	250.00
Carpet cleaning	69.00
Filing Fees for the cost of this application	50.00
Less Security Deposit and applicable interest <i>to date</i>	-375.00
Total Monetary Award	\$744.00

Conclusion

The tenant's application **is dismissed**, without leave to reapply.

I order that the landlord retain the deposit of \$375 in partial satisfaction of the claim and I grant the landlord an order under Section 67 of the Act for the balance due of **\$744**. If necessary, this order may be filed in the Small Claims Court 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*.