



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNDC, MNR, MNSD

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord participated in the conference call hearing but the tenant(s) did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by registered mail on February 19, 2011. I found that the tenants had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence. The landlord gave affirmed evidence.

Issues to be Decided

Is the landlord entitled to any of the above under the Act, regulations or tenancy agreement?

Background and Evidence

The tenancy began on or about July 1, 2010 for a one year term. The tenant gave notice mid way through January that he would be moving out. Rent in the amount of \$715.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$357.50. The landlord testified to the following; he is seeking one half months rent \$357.50 for loss revenue as he was able to re-rent the unit for February 15, 2011,

\$300.00 for liquidated damages as per their rental agreement for breaking the lease, \$151.20 for carpet cleaning, \$350.00 for a broken window, and \$40.00 for a lock and keys. A condition move in and move out inspection was done and signed by both parties. The tenant agreed and signed the condition inspection report that he had damaged the window, the carpets were in need of cleaning and he did not return the mail box key or the deadbolt key.

Analysis

I accept the landlord's undisputed testimony. As for the monetary order, I find that the landlord has established a claim for the following;

1. Loss of revenue for the month of February	\$ 357.50
2. Liquidated damages as part of the residential tenancy agreement	300.00
3. Carpet cleaning	151.20
4. Window repair	350.00
5. Lock and key	40.00
6. Filing Fee	50.00
Total of Claim	\$ <u>1248.70</u>

I order that the landlord retain the \$357.50 deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$891.20. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted an order of possession and a monetary order for \$891.20. The landlord may retain the security deposit.

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: April 14, 2011.

Residential Tenancy Branch