



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

This is an application by the Landlord for a monetary order of damage to the unit, site or property, for unpaid rent or utilities, to keep all or part of the security deposit, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed affirmed testimony. The Tenant did not attend.

### Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to keep the security deposit?

### Background and Evidence

This tenancy began on July 1, 2010 on a fixed term tenancy until June 30, 2011 as shown in the submitted signed tenancy agreement. The Tenancy ended on January 31, 2011 as per a notice to vacate given to the Landlord by the Tenant on December 30, 2010. The monthly rent was \$810.00 payable on the 1<sup>st</sup> of each month and a security deposit of \$405.00 was paid on June 28, 2010.

The Landlord is claiming \$400.00 in liquidated damages because the Tenant ended the tenancy prematurely as per section 5 of the signed tenancy agreement.

The Landlord is claiming \$30.00 in unpaid parking fees as per a tenant ledger.

The Landlord basis the following claims on an incomplete condition inspection report as the Tenant failed to return the keys and participate in a condition inspection report for a move-out. The Landlord has supplied an invoice from Island Carpet & Upholstery Cleaning for \$89.54, \$112.00 from Island Floor Centre Ltd. invoice for repairing patches of burned carpet. A \$59.70 charge from a Individual Drycleaners invoice for drapery cleaning. The Landlord is claiming \$100.00 from an invoice of Erick Hinton for hauling/disposing of furniture and trash left by the Tenant.

The Landlord is also claiming based upon the incomplete condition inspection report for the move-out a \$25.00 fee for lock re-keying performed by an in-house staff member and a \$36.00 fee for general suite cleaning as referenced by the condition inspection report.

The Landlord has provided the Canada Post tracking numbers XXXXX and ##### for the hearing and evidence packages which were sent by registered mail to the Tenant.

### Analysis

Based upon the undisputed affirmed testimony of the Landlord, I am satisfied that the Tenant was properly served with the notice and evidence packages by registered mail.

I also find based upon the undisputed affirmed testimony and the submitted evidence of the Landlord that he has established a claim for \$400.00 in liquidated damages, \$100.00 for disposing of furniture, \$25.00 for lock re-keying, \$36.00 for suite cleaning, \$59.70 for drape cleaning, \$112.00 for carpet repair, \$89.54 for carpet cleaning.

The Landlord has failed to establish any claim for unpaid rent. The Landlord is instead claiming \$30.00 for unpaid parking fees based upon the tenant ledger. I am satisfied that based upon the Landlord's testimony and the ledger that the claim has been established for unpaid parking fees and not unpaid rent.

The Landlord has established a total claim of \$852.24. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$405.00 security deposit in partial satisfaction of this claim and I grant the Landlord an order under section 67 for \$497.24. 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 a monetary order for \$497.24.  
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 19, 2011.

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Residential Tenancy Branch