



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR MNR MNDC FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the pet and security deposits in partial compensation of the claim. Despite having been served with application for dispute resolution and notice of the hearing by registered mail on May 2, 2011, the tenants did not participate in the teleconference hearing.

At the outset of the hearing, the landlord confirmed that the tenants had vacated the rental unit. I therefore dismissed the portion of the application regarding an order of possession.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on July 1, 2010, as a fixed term tenancy to end on June 30, 2011. Rent in the amount of \$1225 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 \$612.50 and a pet deposit of \$200. The tenancy agreement contains a clause requiring the tenant to pay liquidated damages in the amount of \$300 if they terminated the lease early. The tenancy agreement also contains an addendum in which the tenant received a move-in allowance of \$250, which the tenant agreed would be deducted from the security deposit if the tenant moved out prior to completing 12 months of tenancy.

The tenant failed to pay the rent in April 2011, and on April 15, 2011 the landlord served the tenant with a notice to end tenancy for unpaid rent. The tenant vacated the unit on April 30, 2011. The landlord re-rented the unit for May 1, 2011.

The landlord has claimed the following amounts:

- 1) \$1225 for unpaid rent for April 2011
- 2) \$20 for late fee for April 2011, as per the tenancy agreement
- 3) \$300 for liquidated damages, as per the tenancy agreement
- 4) \$250 for return of the move-in bonus

- 5) \$84 for carpet cleaning – the tenant failed to clean the carpets before vacating the unit
- 6) \$308 for damage to walls of the unit – the landlord provided photographs of damage to the walls. The unit had been painted just before the tenancy began.

### Analysis

The landlord's evidence was not disputed by the tenant. I find that the landlord provided sufficient evidence to establish their claim in its entirety.

As the landlord's claim was successful, they are also entitled to recovery of the \$50 filing fee for the cost of their application.

### Conclusion

The landlord is entitled to compensation of \$2237. I order that the landlord retain the pet and security deposits of \$812.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1424.50. 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*.

Dated: July 4, 2011.

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Residential Tenancy Branch