



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD MNR MNDC MND FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order allowing retention of the security deposit in partial satisfaction of the claim. The landlord also seeks recovery of the filing fee from the tenant. Although served with the Application for Dispute Resolution and Notice of Hearing sent by registered mail on March 28, 2011, the tenant failed to attend the hearing..

### Issue(s) to be Decided

Is the landlord entitled to the requested orders?

### Background and Evidence

This tenancy began on March 1, 2010 and ended in December 2010. The rent was \$1,210.00 per month plus \$20.00 for parking. A security deposit of \$605.00 was paid at the start of the tenancy. The tenancy was supposed to be for a one year term ending on February 28, 2011. The tenant did not give notice that he was vacating the rental unit and refused to participate in a move-out condition inspection report. The landlord found new tenants for the rental unit for February 1, 2011.

The landlord submitted photographs of the rental unit which show the condition in which it was left by the tenant. The landlord also submitted the condition inspection reports and receipts for expenses claimed as well as a copy of the tenancy and parking agreements.

The tenant did not submit any evidence.

Analysis

The landlord has requested a monetary order comprised of the following:

Liquidated damages	\$300.00
Unpaid rent & parking for January	\$1,230.00
Cleaning	\$237.50
Carpet cleaning	\$143.00
Drape cleaning	\$174.50
Lock & key replacement	\$110.00
Tenant manual	\$10.00
Garbage hauling	\$50.00
TOTAL	\$2,255.00

I shall deal with each of these claims in turn.

Liquidated damages (\$300.00) – Section 5 of the tenancy agreement says that if the tenant ends the tenancy prior to the end of the one year term, the tenant must pay to the landlord the sum of \$300.00 as liquidated damages. In the present case, the tenant did in fact end the tenancy prior to the end of the term and I do not consider the liquidated damages clause to constitute a penalty. I am therefore satisfied that the landlord is entitled to recover this amount from the tenant.

Unpaid rent and parking (\$1,230.00) – The landlord is claiming unpaid rent and parking for the month of January based on the tenant's failure to give any notice at all of his intent to move out. Section 45 and 52 of the Act say that notice must be given at least a month in advance and Section 52 requires that the notice be in writing.

In the present case, the tenant should have given written notice by no later than November 30, 2010. If he had given that notice, the landlord would have then had time to try to mitigate its loss for the month of January. However, since no notice was given at all, I am satisfied that the landlord is entitled to recover this amount from the tenant.

Balance of claim (\$725.00) – The landlord has submitted invoices, photos and signed agreements in support of the balance of the monetary claim. The tenant did not leave the rental unit reasonably clean as required by section 37 of the Act and failed to remove all of his belongings. Further, the tenant did not return his keys or the tenant manual which he signed for at the start of the tenancy. In the absence of any

submissions or evidence from the tenant disputing the amounts claimed, I am satisfied that the landlord is entitled to recover these costs from the tenant.

### Conclusion

Based on the foregoing, I find that the landlord has established a monetary claim in the amount of \$2,255.00. I also find that the landlord is entitled to recover the filing fee of \$50.00. I therefore order that the landlord retain the deposit and interest (\$0.00) of \$605.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1,650.00. 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*.