



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order for damage to the unit, unpaid rent, to keep all or [part of the security deposit, money owed or compensation for damage or loss and recovery of the filing fee.

The landlord participated in the conference call hearing but the tenants did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by registered mail 79588753046 and 79588753050 and this mail was returned to the landlord as 'unclaimed'. 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.

### Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

### Background and Evidence

This fixed term tenancy began June 1, 2010 with monthly rent of \$1295.00, monthly parking fee of \$40.00 and the tenants paid a security deposit of \$647.50. On March 1, 2011 the tenants gave the landlord notice that they would be vacating the rental unit effective April 15, 2011. The effective end date of the fixed term tenancy agreement is May 31, 2011.

The landlord testified that the tenants vacated the rental unit on April 15, 2011, only paid ½ of the April 2011 rent and did not clean the carpets upon vacating. The landlord in this application is seeking the \$687.50 balance of the unpaid April 2011 rent, the \$134.40 carpet cleaning costs and \$400.00 in liquidated damages as noted by #5 on the signed tenancy agreement.

### Analysis

Based on the documentary evidence and undisputed testimony of the landlord, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for unpaid rent, loss and cleaning costs.

The tenants did not give the landlord proper notice, broke the fixed term lease prior to the May 31, 2011 end date, did not pay the full April 2011 rent and did not clean the carpets when they vacated.

Accordingly I find that the landlord is entitled to a monetary order for \$1221.90 in unpaid rent, loss and cleaning costs.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$50.00 filing fee.

### Conclusion

I find that the landlord has established a monetary claim for \$1221.90 in unpaid rent, loss and cleaning costs.. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$647.50 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$574.40**.

If the amount is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: August 2, 2011.

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Residential Tenancy Branch