



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for damages, a monetary order for unpaid rent, to keep all or part of the security deposit 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. 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 September 1, 2010 with an end date of August 31, 2011. The tenants paid monthly rent of \$1630.00 and paid a security deposit of \$815.00. On April 15, 2011 the tenants gave the landlord notice that they would be vacating the rental unit April 30, 2011.

The landlord testified that the tenants broke the fixed term tenancy, did not give the landlord proper notice per the *Act* and did not clean the rental unit prior to vacating. The landlord's move out condition inspection report that was completed with the tenant present identifies that the stove/oven as not cleaned, windows and carpets not cleaned for a total of \$408.80 in cleaning costs and \$39.20 for replacement of 7 burned out light bulbs.

The landlord per 2.10(b) of the signed tenancy agreement seeking \$1630.00 compensation which is equal to one month's rent. Section 2.10(b) of the tenancy agreement speaks in part to: *'If the tenant breaches a material term of this Tenancy Agreement..' 'a sum equal to one month's Rent shall be paid by the Tenant to the landlord as liquidated damages'*.

The landlord in this application is seeking \$2078.00 compensation for unpaid rent, damages and cleaning costs.

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, damages and cleaning costs. The tenants did not provide proper notice to the landlord per section 45 of the *Act*, did not thoroughly clean the rental unit and did not replace the burned out light bulbs as outlined in Residential Tenancy Policy Guideline 1. Light Bulbs and Fuses (2).

Accordingly I find that the landlord is entitled to a monetary order for \$2078.00.

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 \$2078.00 in unpaid rent, damages 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 \$815.00 security deposit and \$50.00 gate card deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$1263.00.**

If the amount is not paid by the tenants, 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 23, 2011.

Residential Tenancy Branch