



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 the landlord's application for a Monetary Order for damage to the rental unit; unpaid rent; damage or loss under the Act, regulations or tenancy agreement; and, authorization to retain the security deposit. The tenant did not appear at the hearing. The landlord provided a registered mail receipt and tracking information as proof the tenant was served with the hearing documents via registered mail sent on April 14, 2011. The tracking information shows that the tenant received the registered mail on April 18, 2011. I accepted that the tenant was sufficiently served with notification of the landlord's claims against him and I proceeded to hear from the landlord without the tenant present.

Issue(s) to be Decided

1. Has the landlord established an entitlement to compensation from the tenant for damage to the rental unit, unpaid rent, and damage or loss under the Act, regulation or tenancy agreement?
2. Is the landlord authorized to retain the security deposit?

Background and Evidence

The one-year fixed term tenancy commenced August 1, 2009 and ended on December 31, 2009 when the tenant vacated the rental unit. The tenant paid a \$337.50 security deposit and was required to pay rent in the amount of \$675.00 on the 1st day of every month.

The tenant provided the landlord with a signed 'Late Notice to Vacate' on December 21, 2009. The landlord submitted that advertising efforts were made to re-rent the unit; however, the landlord suffered a loss of rent for the month of January 2010. The landlord is seeking to recover the loss of rent for January from the tenant.

The landlord is also seeking liquidated damages of \$325.00 due to the tenant ending the fixed term early, as provided under part 2 of the tenancy agreement.

The landlord is seeking to recover cleaning costs of \$177.00 and carpet cleaning costs of \$73.50 from the tenant, as supported by invoices and the move-out inspection report. The move-out inspection report was prepared and signed by the tenant on January 6, 2010.

The landlord submitted that the tenant did make payments of \$50.00, \$60.00 and \$90.00 in partial satisfaction of the amounts owed to the landlord. Thus, the landlord's request for \$713.00 in compensation reflects these payments.

Analysis

Upon consideration of the undisputed evidence before, I make the following findings with respect to the landlord's claims.

I find the tenant ended the fixed term tenancy early and with little notice to the landlord. I accept the landlord made reasonable efforts to re-rent the unit but given the late notice the landlord incurred a loss of rent for which the tenant is responsible. The landlord's claim for loss of rent for January 2010 in the amount of \$675.00 is granted.

Upon review of the liquidated damages clause in the tenancy agreement, I accept that the term agreed to by the parties provides that the landlord may recover \$325.00 from the tenant to cover administrative costs of re-renting in addition to loss of rent when the tenant ends the fixed term early. Therefore, I grant the landlord's claim for liquidated damages in the amount of \$325.00.

The landlord has supplied a move-out inspection report, signed by the tenant, which indicates the unit required additional cleaning. The landlord also supplied evidence to substantiate the landlord's costs for cleaning. Therefore, I grant the landlord's claims of \$177.00 and \$73.50 for cleaning.

I authorize the landlord to retain the tenant's security deposit in partial satisfaction of the landlord's claims. Given the landlord's success in this application I also award the filing fee to the landlord.

In light of the above, I provide the landlord with a Monetary Order calculated as follows:

Loss of rent – January 2010

\$ 675.00

Liquidated damages	325.00
Cleaning	177.00
Carpet cleaning	73.50
Filing fee	50.00
Less: payments made by tenant	(200.00)
Less: security deposit	<u>(337.50)</u>
Monetary Order	\$ 763.00

The landlord is provided a Monetary Order in the amount of \$763.00 to serve upon the tenant and enforce as necessary in Provincial Court (Small Claims).

Conclusion

The landlord has been authorized to retain the tenant's security deposit and has been provided a Monetary Order for the balance of \$763.00 to serve upon the tenant.

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 04, 2011.

Residential Tenancy Branch