

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

The landlord's testimony is as follows. The six month fixed term tenancy began on February 1, 2010 and ended on June 10, 2010. The tenants were obligated to pay \$825.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$412.50 security deposit and a \$200.00 deposit. A move in and move out condition inspection report was conducted however the landlord testified that the tenants did not attend on the move out as they did not leave a forwarding address or phone number to be contacted at.

The tenants were in agreement with most of the landlords claims and had issue with only the cleaning portions and lock re-keying portion of the claim. The tenants testified that they were fully intending to re-pay the amount but they had run into "some hard times". They were happy to move out and were one month from completing the term and were hoping that they would still have a good rapport with this landlord.

I address the landlord's claims and my findings around each as follows.

[1] The landlord is seeking \$825.00 for unpaid rent in the month of June 2010. The tenant does not dispute this claim. The landlord provided documentary evidence to support this portion of his claim. I find the landlord is entitled to recover this amount and is awarded \$825.00

- [2] The landlord is seeking \$300.00 for liquidated damages as per their agreement. The tenant does not dispute this claim. The landlord provided documentary evidence to support this portion of his claim. I find the landlord is entitled to recover this amount and is awarded \$300.00.
- [3] The landlord is seeking the recovery of \$250.00 for a rent incentive that was given to the tenant on the basis that the tenant would complete their term of the tenancy. The tenant does not dispute this claim. The landlord provided documentary evidence to support this portion of his claim. I find the landlord is entitled to recover this amount and I award the landlord \$250.00.
- [4] The landlord is seeking \$68.25 for carpet cleaning. The tenant disputes this and felt the carpets were “pretty clean” and didn’t know “how clean” the landlord required them. The landlord provided evidence to support his claim and I award the landlord \$68.25.
- [5] The landlord was seeking \$25.00 for removing paint stains from the drapes however on the move in condition inspection report provided by the landlord it states that the stains were there upon move in. I dismiss this portion of the landlords’ claim.
- [6] The landlord was seeking \$40.00 for garbage removal but did not provide any documentary evidence to support his claim and I therefore dismiss this portion of his claim.

- [7] The landlord was seeking \$30.00 for general suite cleaning. The tenant felt they left the unit in “spotless” condition. The landlord provided documentary evidence to support his claim and I therefore award the landlord \$30.00.
- [8] The landlord is seeking \$50.00 for “re-keying” the lock of the unit as the tenant withheld one set. The tenant disputes this and testified that he had his mother return the second set on June 10, 2010. The landlord noted on the move in and move out condition inspection the number of keys in their possession and have satisfied me that they in fact did not have all the keys at time of move out and I therefore award the landlord \$50.00.
- [9] The landlord is seeking \$20.00 for unpaid parking however he was unable to provide any documentary evidence to support this portion of his claim and I therefore dismiss this portion of his application.
- [10] The landlord seeks to recover the \$50.00 paid to bring this application. I find that the landlord is entitled to recover the fee and I award the landlord \$50.00.

Conclusion

In summary, the landlord has been successful in the following claims:

Unpaid Rent	\$825.00
Liquidated Damages	\$ 300.00
Move in Bonus Incentive	\$ 250.00
Lock Re-keying	\$ 50.00
General Cleaning	\$ 30.00
Carpet Cleaning	\$ 68.25
Filing Fee	\$ 50.00
Total:	\$1573.25

The landlord has established a claim for \$1573.25. I order that the landlord retain the \$612.50 in deposits in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$960.75. 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: September 16, 2011.

Residential Tenancy Branch