



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, RP, RR, FF

### Introduction

This hearing dealt with an application by the tenant for money owed or compensation due to damage or loss, to order the landlord to make repairs, to allow a tenant to reduce rent for repairs and recovery of the filing fee.

The **landlord** participated in the conference call hearing but the tenant did not. The landlord presented evidence that the tenant was served with the application for dispute resolution and notice of hearing by registered mail. I found that the tenant 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 started December 1, 2010 with monthly rent of \$920.00 and the tenant paid a security deposit of \$460.00. The end date of the fixed term tenancy is November 30, 2011 and the tenant vacated the rental unit July 22, 2011.

The landlord testified that the tenant broke the fixed term tenancy and that the tenancy agreement at #5 notes that the landlord is entitled to \$500.00 in Liquidated Damages if the fixed term tenancy is ends early.

The landlord stated that although this was a relatively short tenancy, the rental unit was not in rentable condition when the tenant vacated. The landlord stated that the tenant did not thoroughly clean the rental unit, there were marks on the newly painted walls from the tenant's furniture, the carpet was marked and had coffee stains, the blinds were dusty and the bathtub had not been cleaned.

The landlord in this application is seeking \$500.00 liquidated damages, \$313.60 for painting, \$100.00 for suite cleaning, \$110.00 for carpet cleaning and \$130.00 for cleaning the blinds.

### 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 proven that they have grounds for entitlement to a monetary order for damages and cleaning costs.

Accordingly I find that the landlord is entitled to a monetary order for \$1153.60.

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 \$1153.60 in 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 \$460.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$743.60**.

If the amount is not paid by the tenant(s), 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 *Manufactured Home Park Act*.

Dated: January 24, 2012

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Residential Tenancy Branch