



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MNR, MND, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for unpaid rent, damage or loss under the Act, damage to the rental unit, to retain all of the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The landlord provided affirmed testimony that on January 4, 2012, copies of the Application for Dispute Resolution and Notice of Hearing were sent to the tenant by registered mail to the forwarding address provided by the tenant. A Canada Post tracking number and receipt was provided as evidence of service.

These documents are deemed to have been served in accordance with section 89 of the Act; however the tenant did not appear at the hearing.

Issue(s) to be Decided

Is the landlord entitled to compensation in the sum of \$1,468.36 for damage to the unit, damage or loss and unpaid rent?

May the landlord retain the deposit paid in partial satisfaction of the monetary claim?

Is the landlord entitled to filing fee costs?

Background and Evidence

The fixed term tenancy commenced on March 1, 2011; rent was \$900.00 due on the first day of each month. A deposit in the sum of \$450.00 was paid. The tenancy was to end on February 28, 2012. A copy of the tenancy agreement was supplied as evidence. The agreement included a clause imposing a \$25.00 fee for NSF cheques and carpet cleaning at the end of the tenancy.

The tenant gave Notice she would leave on December 14, 2011; a new occupant was arranged through the tenant, effective January 1, 2012.

The tenant signed a document on December 14, 2011, agreeing to the following costs:

- 100.00 carpet cleaning;
- 93.36 drape cleaning;
- 300.00 liquidated damages; and
- A \$50.00 credit for locating a new occupant.

A copy of this agreement was supplied as evidence.

The landlord stated there was an error and the tenancy agreement required liquidated damages in the sum of \$200.00.

The tenant's December rent cheque was returned as NSF; a copy of the bank information was supplied as evidence. The landlord is claiming the \$25.00 NSF fee.

The landlord has claimed unpaid December, 2011, rent in the sum of \$900.00.

A copy of the condition inspection report was supplied as evidence. The tenant signed the agreement which did not indicate any further cleaning was required. The landlord testified that the tenant agreed to complete some final cleaning in the kitchen, but when she vacated she had failed to do so. The landlord submitted an invoice that included cleaning for 4 hours, less 2 hours normal wear and tear, in the sum of \$50.00.

The landlord submitted an on-line application on December 29, 2011; which was processed on January 4, 2012.

Analysis

The tenant has already agreed in writing, that the landlord was entitled to costs that have been claimed for carpet cleaning, drape cleaning and liquidated damages in the sum of \$493.36; less \$50.00 for locating a new occupant. The landlord confirmed that liquidated damages were \$200.00; not \$300.00.

In the absence of the tenant at this hearing I find that she failed to complete cleaning in the kitchen and that the landlord is entitled to \$50.00 cleaning costs, as reflected in the landlord's invoice in that sum.

I find that the landlord is entitled to December NSF fee in the sum of \$25.00, as provide by the tenancy agreement.

I find that the landlord is entitled to unpaid December, 2011, rent in the sum of \$900.00; the December rent cheque was returned as NSF.

I find that the landlord is entitled to retain the tenant's security deposit in the amount of \$450.00, in partial satisfaction of the monetary claim.

Therefore, the landlord is entitled to the following:

| | |
|----------------------------|---------|
| Carpet cleaning | 100.00 |
| Drape cleaning | 50.96 |
| Liquidated damages | 200.00 |
| Cleaning | 50.00 |
| Unpaid December, 2011 rent | 900.00 |
| NSF fee December | 25.00 |
| Sub-total | 1368.16 |
| Less deposit 450.00 | |
| TOTAL | 918.16 |

I find that the landlord's application has merit, and I find that the landlord is entitled to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

I find that the landlord submitted an application claiming against the deposit within 15 days of December, 14, 2011; the date the tenancy ended.

Conclusion

I find that the landlord has established a monetary claim, in the amount of \$968.16, which is comprised of \$1,368.16 in damage, loss, damages and unpaid rent and \$50.00 in compensation for the filing fee paid by the landlord for this Application for Dispute Resolution.

The landlord will be retaining the tenant's security deposit in the amount of \$450.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the landlord a monetary Order for the balance of \$968.16. In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia 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: January 17, 2012.

Residential Tenancy Branch