



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord seeking 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.

### Issues to be Decided

Is the landlord entitled to a monetary order?

Is the landlord entitled to retain the security deposit?

### Background and Evidence

The tenancy began on or about July 15, 2011 and ended on October 31, 2011. This was to be a fixed term tenancy for one year. Rent in the amount of \$895.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$487.50.

The landlord gave the following testimony; seeks to recover the costs of having a fire safety company come in and reconnect the suite buzzer in the subject unit that was disconnected by the tenant, seeking liquidated damages as agreed to in their tenancy agreement for breaking the lease, seeking \$100.79 as agreed to with the tenant for carpet cleaning, and the recovery of the filing fee.

The tenant gave the following testimony; doesn't feel that he should have to pay for the reinstallation of the fire buzzer as he feels there should be a silence button on it, broke

the lease due to his car being broken into several times and told the management how the thieves were doing it but the management did nothing; doesn't feel he should have to pay the liquidated damages because of that, and disputes that he agreed to have the carpet cleaned.

### Analysis

As the landlord is the sole applicant in this matter I will address their claims as follows;

**First Claim** – Landlord is seeking \$548.40 for the emergency call out and reconnection of the fire buzzer in the subject unit. In the tenant's own testimony he admitted that he had disconnected it. I find that the landlord has proven this portion of their application and I award the landlord \$548.40.

**Second Claim** – the landlord is seeking \$100.79 for carpet cleaning. The tenant disputes that an agreement was in place to have the carpets cleaned. The landlord testified that she had informed the tenant as well the landlord supplied a copy of a signed agreement by the tenant for carpet cleaning for this hearing. Based on the testimony and the documentary evidence supplied by the landlord I am satisfied they have proven this portion of their claim and I award the landlord \$100.79.

**Third Claim** – The landlord is seeking \$300.00 in liquidated damages as the tenant broke the lease early. The tenant disputes this portion of the landlords claim. The landlord has advertised on the internet, local newspapers as well as their own company website. The unit remains empty as of today's date. I am satisfied the landlord has made attempts to mitigate their loss in addition to the signed agreement with the tenant and I therefore award the landlord \$300.00.

The landlord is also entitled to recovery of the \$50.00 filing fee.

As for the monetary order, I find that the landlord has established a claim for \$999.19. I order that the landlord retain the \$487.50 deposit I grant the landlord an order under section 67 for the balance due of \$551.69. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$551.69. The landlord may retain the security deposit.

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 04, 2012.

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Residential Tenancy Branch