



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNDC, MNSD and FF

### Introduction

This application was brought by the landlord on December 15, 2011 seeking a monetary award for liquidated damages, costs of cleaning and repair to the rental unit, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

### Issue(s) to be Decided

This matter requires a decision on whether the landlord is entitled to a monetary award for the claims submitted and authorization to retain the security deposit in set off.

### Background, Evidence and Analysis

This tenancy began on February 16, 2011 under a fixed term rental agreement set to end on February 29, 2012. Rent was \$775 per month and the landlord holds a security deposit of \$387.50 paid on February 15, 2011.

During the hearing the hearing, the landlord gave evidence that the tenant had breached the fixed term rental agreement by leaving the tenancy on November 30, 2011, three months before the end of the fixed term.

The landlord stated that the rental unit had been left in need of carpet cleaning and minor paint touch up.

Therefore, the landlord claims and I find as follows:

**Liquidated damages - \$300.** Clause 2 of the rental agreement provides that, if the tenant leaves the tenancy before the date set by the fixed term agreement, the tenant will pay liquidated damages of \$300 (called a lease-break fee in the landlord's application). I find this amount to be a reasonable estimate of the administrative costs of finding a new tenant as required, and the claim is allowed in full.

**Carpet cleaning - \$89.60.** The landlord's application originally claimed \$120 for carpet cleaning, but the final invoice submitted into evidence was for \$89.60. This claim is allowed in full.

**Painting touch up - \$45.** This claim for minor paint touch up is allowed.

**Filing fee - \$50.** As the application has succeeded on its merits, I find that the landlord is entitled to recover the filing fee for this proceeding from the tenant.

**Security deposit – (\$387.50).** As authorized under section 72 of the Act, I hereby order that the landlord may retain the security deposit in set off against the balance owed.

Thus, I find that the landlord is entitled to a monetary award calculated as follows:

Liquidated damages	\$300.00
Painting touch up	45.00
Filing fee	<u>50.00</u>
Sub total	\$484.60
Less retained security deposit (No interest due)	387.50
<b>TOTAL</b>	<b>\$ 97.10</b>

### Conclusion

In addition to authorization to retain the tenants' security deposit in set off, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia for \$97.10 for service on 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: February 27, 2012.

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Residential Tenancy Branch