



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for unpaid rent, for damages to the unit and an order to retain the security deposit in partial satisfaction of the claim.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on January 27, 2012, a Canada post tracking number was provided as evidence of service, the tenant did not appear.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the tenant has been duly served in accordance with the Act.

The landlord's agent appeared, gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form and make submissions to me.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent?
Is the landlord entitled to a monetary order for damages to the unit?
Is the landlord entitled to retain all or part of the security deposit?

Background and Evidence

The parties entered a one year fixed term tenancy on November 14, 2011. The tenancy began on November 16, 2011. Rent in the amount of \$765.00 was payable on the first of each month. A security deposit of \$382.50 was paid by the tenant. Tenancy ended on January 10, 2012.

The landlord's agent testified the tenant was served with a ten day notice to end tenancy for unpaid rent in January 2012. The landlord's agent stated the tenant accepted the notice to end tenancy and moved from the rental on January 10, 2012. The landlord requests compensation for unpaid rent and late fee in the amount of \$790.00.

The landlord's agent testified the tenancy agreement specifies the tenant will pay liquidated damages if the tenancy is terminated prior to end of the original term for the administrative cost of re-renting the rental unit. The landlord is seeking to recover the amount of \$300.00 as specified in the signed tenancy agreement.

The landlord's agent testified a move-out inspection report was completed with the tenant. The tenant was to come back and clean the items listed in the move-out inspection report. However, the tenant never returned to the rental unit. Filed in evidence is a copy of the signed move-out inspection report.

The landlord's witness testified that it took six hours to clean the items listed on the move-out inspection report and they applied a rate of \$14.00 per hour. The landlord is seeking to recover the amount of \$104.00 for cleaning the unit.

The landlord's witness testified that coffee or some other type of liquid was spilt on the carpet this is noted in the move-out inspection. The landlord is seeking to recover the cost of having the carpets cleaned in the amount of \$100.80. Filed in evidence is a receipt for carpet cleaning.

The landlord's witness testified that the drapes required to be cleaned as they were stained this is noted in the move-out inspection. The landlords is seeking to recover the cost of \$40.00 for the removal, washing and re-hanging of the drapes.

The landlord's witness testified the tenant did not return the keys to the rental unit or mail box. The witness testified that he was able to change the locks from a current stock he had available, which was less expensive than having to pay a locksmith. The landlord is seeking to recover the cost of \$90.00 for having the locks changed.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The tenant accepted the ten day notice to end tenancy and moved out of the rental unit on January 10, 2012. The landlord is entitled to compensation for unpaid rent and a late fee as specified in the tenancy agreement. Therefore, the landlord is granted compensation in the amount of **\$790.00** for unpaid rent.

Under the terms of the fixed term tenancy agreement the tenant is required to pay \$300.00 liquidated damages if the tenancy is terminated prior to end of the original term for the administrative cost of re-renting the rental unit. Therefore, the landlord is granted compensation for liquidated damages in the amount of **\$300.00**.

The evidence of the landlord's witness was a move-out inspection was completed with the tenant. The tenant was given an opportunity to come back and clean the items listed in the report. However, the tenant did not return to the rental unit. The cost the

landlord is seeking to recover for clean the rental unit is reasonable. Therefore, I find the landlord is entitled to compensation in the amount of **\$104.00** for cleaning costs.

The evidence of the landlord's witness was a liquid was spilt on the carpets and was required to be cleaned and this is noted in the move-out inspection. Therefore, I find the landlord is entitled to recover the cost of **\$100.80** for having the carpets cleaned.

The evidence of the landlord's witness was the drapes were stained and required cleaning and this is noted in the move-out inspection. Therefore, I find the landlord is entitled to recover of **\$40.00** for having the drapes cleaned.

The evidence of the landlord's witness was the tenant did not return the keys to the rental unit and mail box. The evidence was that it was cost effective to change the locks as the landlord had stock on site and that it would have cost more to bring in a locksmith. Therefore, I find the landlord is entitled to recover the cost of replacing the locks in the amount of **\$90.00**.

I find that the landlord has established a total monetary claim of **\$1,474.80** comprised the above amounts and the \$50.00 fee paid by the landlord for this application.

I order that the landlord retain the deposit and interest of \$382.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$1,092.30**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

Conclusion

The landlord is granted a monetary order, and may keep the security deposit and interest in partial satisfaction of the claim. I grant a monetary order for the balance due.

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: March 27, 2012.

Residential Tenancy Branch