



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for money owed or compensation due to damage or loss, to keep all or part of the security deposit 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 RW ### ### CA. 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 began September 1, 21011 with monthly rent of \$1210.00 and the tenant paid a security deposit of \$605.00; the tenancy has an effective end date of August 31, 2012.

The landlord testified that the tenant broke the fixed term lease and vacated the rental unit on March 31, 2012. The landlord stated that the tenant did not pay the \$605.00 liquidated damages fee for breaking the lease and did not thoroughly clean the rental unit as required.

The landlord stated that the tenant did attend the move out inspection with the landlord and the move out inspection report is signed by the tenant as agreeing with the landlord's assessment of the condition of the rental unit.

The landlord stated that the tenant came to the rental office on May 27, 2012 and paid the \$364.96 which is for the costs that the landlord incurred for suite cleaning, carpet cleaning and window covering cleaning. The landlord stated that this amount has been

paid by the tenant, this portion of their claim was therefore being removed from their application.

The landlord in this application is seeking \$605.00 in liquidated damages as specified at #5 of the tenancy agreement for the fixed term tenancy being broken.

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 proving that they have grounds for entitlement to a monetary order for \$605.00 in liquidated damages.

The fixed term tenancy that is signed by both the tenant and landlord clearly indicates at 35 that if the fixed term tenancy is broken that *'the tenant will pay to the landlord the sum of \$605.00 as liquidated damages'*. Therefore as the lease was broken and the landlord incurred costs to re-rent the rental unit, the landlord is entitled to this amount.

Accordingly I find that the landlord is entitled to a monetary order for \$605.00.

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 \$605.00 in liquidated damages. 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 \$605.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$50.00**.

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 *Residential Tenancy Act*.

Dated: May 31, 2012

Residential Tenancy Branch