



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order for damages, to keep all or part of the security deposit, money owed or compensation due to damage or loss 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. 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 tenancy began October 7, 2011 with monthly rent of \$900.00 and the tenants paid a security deposit of \$450.00 and a key deposit of \$50.00.

The landlord testified that the tenants had been served a notice to end tenancy December 13, 2011 and the tenants vacated the rental unit February 1, 2012. The landlord stated that a move out inspection was conducted with the tenant and is signed by the tenant noting that cleaning was required in the rental unit.

The landlord stated that they have incurred \$476.34 in cleaning costs and repairs, the tenant manual was not returned and that the tenants over held the rental unit by 1 day. The landlord stated that the fixed term tenancy was broken and the landlord is seeking \$300.00 in liquidated damages and that as noted in the tenancy agreement addendum, there is a \$150.00 per day over holding fee.

The landlord in this application is seeking \$936.34 compensation for the following:

- Cleaning & repairs \$476.34

- Liquidated damages \$ 300.00
- Over holding 1 day \$150.00
- Replace tenant's manual \$10.00

### 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 loss and cleaning costs.

The move out inspection report that is signed by the tenant clearly indicates that cleaning was required in the rental unit and the landlord has submitted receipts for these cleaning costs that include general cleaning, carpet cleaning, drape cleaning and painting. Therefore the landlord is entitled to the amount of \$476.34 for these expenses.

The landlord is also claiming \$10.00 for replacement of a tenant's manual and the landlord has submitted a copy of the addendum that states the tenant will be responsible for this amount if the manual is not returned.

In regards to the \$150.00 compensation the landlord is seeking for the tenants over holding the rental unit by 1 day, I find this amount to be excessive and an unconscionable term however as the tenant has agreed to and signed that he will accept this charge, I will allow this portion of the landlord's claim.

In regards to the landlord's claim for \$300.00 in liquidated damages, this amount is clearly noted at #5 of the tenancy agreement and I am satisfied that the landlord incurred these costs when re-renting the rental unit.

Accordingly I find that the landlord is entitled to a monetary order for \$936.43.

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 \$936.34.00 in cleaning costs and loss. 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 \$450.00 security deposit and \$50.00 key deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$486.34**.

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: June 7, 2012

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Residential Tenancy Branch