



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 the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent only. The tenant did not attend.

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on April 17, 2012 in accordance with Section 89. The agent also testified he had confirmed the tenant received the registered mail on April 23, 2012.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for damage to the rental unit; for damage or loss; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted into evidence the following relevant documents:

- A copy of a tenancy agreement signed by the parties on July 8, 2011 for a 13 month fixed term tenancy beginning on July 1, 2011 for a monthly rent of \$840.00 due on the 1st of each month with a security deposit of \$420.00 paid; and
- A copy of a move out condition inspection report signed by the tenant's agent noting that furniture, pots, pans left in apartment and that everything had to be cleaned out and all cleaning had to be done by cleaners. The tenant's agent also agreed to being charged for rent for short notice \$840.00; cleaning \$175.00; carpet cleaning \$142.00; liquidated damages \$300.00; and drapery cleaning \$85.00.

The landlord's agent testified the rental unit had been rented to mitigate losses and the landlord no longer seeks compensation for unpaid rent. The landlord also noted in the written submission that carpet cleaning costs were actually \$100.80. For a total claim of \$660.80

Analysis

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all keys or other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

From the undisputed condition inspection report I find the landlord has established the tenant failed to comply with Section 37 and find the landlord has established the tenant is responsible for the payment of cleaning; carpet cleaning; and drapery cleaning.

Further, I find the tenancy agreement specified the tenant would be responsible for payment of a liquidated damages fee representing the cost to re-rent the unit should the tenant fail to complete the full fixed term of the tenancy. From the undisputed testimony of the landlord's agent I accept the tenant failed to fulfil the full fixed term and I find the tenant is responsible for the payment of liquidated damages.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$710.80** comprised of \$300.00 liquidated damages; \$100.80 carpet cleaning; \$175.00 cleaning; \$85.00 drapery cleaning; and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$420.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$290.80**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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 08, 2012.

Residential Tenancy Branch