



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for unpaid rent, damages to the unit, for compensation for loss 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 on April 15, 2012, by registered mail 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

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 a monetary order for compensation under the Act?

Background and Evidence

The tenancy began on October, 1, 2011 as a one year fixed term tenancy. Rent in the amount of \$945.00 was payable on the first of each month. A security deposit of \$482.50 was paid by the tenant.

The landlord's agent testified that the tenant only paid \$100.00 towards January 2012, rent and did not pay any rent for February 2012. The landlord's agent stated the tenant gave them written permission to retain the security for unpaid rent. The landlord is seeking compensation for the balance owing for unpaid rent and the late fee in the amount of \$1,347.50.

The landlord's agent testified as a result of the tenant breaching the fixed term tenancy agreement they are seeking to recover the liquidated damages to cover the administration cost in the amount of \$300.00.

The landlord's agent testified that the carpets need to be steam cleaned as the tenant smoked in the rental unit. The landlord is seeking compensation for the cost of cleaning the carpets in the amount of \$123.20.

The landlord's agent testified that the drapes need to be cleaned as the tenant smoked in the rental unit. The landlord is seeking compensation for the cost of cleaning the drapes in the amount of \$30.00.

The landlord's agent testified that the tenant damaged a bedroom door as there was a hole in the door. The tenant also pulled off the towel rod in the bathroom. The landlord is seeking compensation in the amount of \$90.00 for the repair to the door and for reinstalling the towel rod. Filed in evidence is the move-in and move-out inspection report.

The landlord's agent testified that the tenant left a lot of stuff in the rental unit, which included a large TV, a dresser and other household items. The landlord is seeking compensation for hauling and disposal of these items in the amount of \$100.00.

The landlord's agent testified that after the tenants belongings were removed addition cleaning was required. The landlord is seeking compensation in the amount of \$75.00.

Analysis

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

The tenant did not pay all rent owed for January and no rent for February 2012. Therefore, I find the landlord is entitled to compensation for unpaid rent in the amount of **\$1,347.50**.

As a result of the tenant breaching the fixed term agreement the landlord is entitled to claim the liquated damages as specified in the tenancy agreement. Therefore, I find the landlord is entitled to compensation for liquidated damages in the amount of **\$300.00**.

The evidence of the landlord's agent was the tenant smoked in the rental unit and as a result the carpets and drapes were required to be cleaned.

Policy Guideline 1 states the tenant may be expected to steam clean or shampoo the carpets at the end of a tenancy, regardless of the length of tenancy, if he or she, if he or she smoked in the premises.

Therefore, I find the landlord is entitled to recover the cost of cleaning the carpets and drapes in the amount of **\$153.20**.

The evidence of the landlord's agent was the tenant damaged the door and a towel rod was pulled off the wall. The move-in inspection report shows these items to be in good condition at the start of tenancy. The move-out inspection shows these items damaged. Therefore, I find the landlord is entitled to recover the cost of repairs in the amount of **\$90.00**.

The evidence of the landlord's agent was the tenant left a large amount of items in the rental unit and it cost \$100.00 to have the items removed and disposed off. Therefore, I find the landlord is entitled to compensation in the amount of **\$100.00**.

The evidence of the landlord's agent was after the tenant's belongings were removed for the unit additional cleaning was required. Therefore, I find the landlord is entitled to compensation in the amount of **\$75.00**

I find that the landlord has established a total monetary claim of **\$2,115.70** comprised of above amounts and the \$50.00 paid to file this application.

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 in the above amount.

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 01, 2012.

Residential Tenancy Branch