



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNR, MNSD, OPR, FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order authorizing him to retain the security deposit. The hearing was originally held on September 13, 2012 and the tenant did not attend. The landlord testified that he personally served the tenant with the application for dispute resolution and notice of hearing and asked to amend his application. The matter was adjourned to permit the landlord time to serve the amended application and notice of hearing for the reconvened hearing. The tenant did not appear at the reconvened hearing on October 18 and as he had been properly served via registered mail sent to the forwarding address provided to the landlord, the hearing proceeded in his absence.

As the tenant has vacated the rental unit, I consider the landlord's claim for an order of possession to have been withdrawn.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began on November 1, 2011 and was set to run for a fixed term ending on October 31, 2012. Rent was set at \$1,300.00 per month and the tenant paid a \$650.00 security deposit. The tenant was further obligated to pay an additional \$30.00 per month for parking.

The landlord testified that the tenant failed to pay \$1,130.00 of his rent in August and did not pay for parking. The landlord seeks to recover the unpaid rent, the parking fee and a \$25.00 late payment fee pursuant to the terms of the tenancy agreement.

The landlord seeks to recover \$350.00 in liquidated damages pursuant to the terms of the tenancy agreement as the tenant ended the tenancy prior to the completion of the fixed term.

The landlord testified that the tenant failed to adequately clean the suite, which resulted in \$116.00 in cleaning charges and that the drapes were soiled at the end of the tenancy, which resulted in a charge of \$149.02. The landlord further testified that at the end of the tenancy the bathroom vanity required \$280.00 in repair costs as the door had been ripped off and that the bathroom door required repair and repainting at an estimated cost of \$175.00. The landlord provided receipts, written estimates and photographs to corroborate his testimony. The landlord also provided a copy of the condition inspection report in which the tenant agreed that the aforementioned cleaning and repairs were required.

The landlord testified that the tenant failed to return the keys to the rental unit, resulting in a cost of \$159.04 to replace the suite and mailbox keys and install new locks. The landlord provided an invoice to corroborate his testimony.

The landlord seeks to recover the \$50.00 filing fee paid to bring his application.

### Analysis

I accept the landlord's undisputed testimony. I find that the landlord is entitled to recover the amounts claimed and I make the following awards:

Unpaid rent	\$1,130.00
Late payment fee	\$ 25.00
Liquidated damages	\$ 350.00
Suite cleaning	\$ 116.00
Drapery cleaning	\$ 149.02
Bathroom vanity repair	\$ 280.00
Bathroom door repair	\$ 175.00
Lock replacement	\$ 159.04
Filing fee	\$ 50.00
<b>Total:</b>	<b>\$2,464.06</b>

### Conclusion

I order the landlord to retain the \$650.00 security deposit in partial satisfaction of the claim and I grant him a monetary order under section 67 for the balance of \$1,814.06. This order may be filed in the Small Claims Division of the Provincial Court 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: October 18, 2012

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Residential Tenancy Branch