



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes:

MNDC, FF

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on September 10, 2012 copies of the Application for Dispute Resolution and Notice of Hearing were served, via registered mail, to the forwarding address provided by the Tenant. The Agent for the Landlord cited a Canada Post tracking number that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Act*, however the Tenant did not appear at the hearing.

The Agent for the Landlord stated that 20 pages of evidence were mailed to the Tenant on October 25, 2012. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 88 of the *Act*, and they were accepted as evidence for these proceedings. The Agent for the Landlord stated that 20 pages of evidence were also submitted to the Residential Tenancy Branch on October 29, 2012, although the package before me only has 11 pages. The Agent for the Landlord was given the opportunity to fax the missing 9 pages of evidence to the Residential Tenancy Branch, and this decision was rendered after those documents were received.

### Issue(s) to be Decided

Is the Landlord entitled to a monetary Order for liquidated damages, damages to the rental unit, and to recover the fee for the filing this Application for Dispute Resolution?

### Background and Evidence

The Landlord submitted a copy of a tenancy agreement that shows the parties entered into a fixed term tenancy agreement that began on June 01, 2012 and was to continue until November 30, 2012, at which time it was to continue as a periodic tenancy. The agreement declares that the Tenant is required to pay rent of \$685.00 by the first day of each month. There is a term in the tenancy agreement that requires the Tenant to pay

liquidated damages of \$350.00 if the Tenant ends the tenancy prior to the end of the fixed term of the agreement.

The Agent for the Landlord stated that the Tenant gave written notice to end the tenancy and that the tenancy ended on August 31, 2012. The Landlord is seeking liquidated damages of \$350.00, as the Tenant ended the tenancy prior to the end of the fixed term of the tenancy agreement.

The Landlord is seeking compensation, in the amount of \$92.06 for cleaning the carpet and \$66.00 for cleaning window coverings. The Agent for the Landlord stated that both the carpet and the window coverings required cleaning at the end of the tenancy. The Landlord submitted a receipt to show that \$92.96 was paid to clean the carpet and \$65.48 was paid to clean the window coverings.

### Analysis

On the basis of the undisputed evidence presented by the Landlord, I find that the Landlord and the Tenant entered into a fixed term tenancy that began on June 01, 2012, the fixed term of which was to continue until November 30, 2012; that the Tenant ended the tenancy on August 31, 2012; and that there is a term in the tenancy agreement that requires the Tenant to pay liquidated damages of \$350.00 if the tenant ends the tenancy before the end of the fixed term of the tenancy agreement. As the Tenant ended the tenancy prior to November 30, 2012, I find that the Tenant must pay liquidated damages of \$350.00.

On the basis of the undisputed evidence presented by the Landlord, I find that the Tenant failed to comply with section 37(2) of the *Act* when he failed to leave the carpets and the window coverings in reasonable clean condition at the end of the tenancy. I therefore find that the Landlord is entitled to compensation, in the amount of \$65.48, for cleaning the window coverings, which is the amount paid for this cleaning; and \$92.06 for cleaning the carpets, which is the full amount claimed for cleaning the carpet.

I find that the Landlord's application has merit, and I find that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

### Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$557.54, which is comprised of \$157.54 in damages, \$350.00 in liquidated damages, and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution.

Based on these determinations I grant the Landlord a monetary Order for the amount \$557.54. In the event that the Tenant does not comply with this Order, it may be served

on the Tenant, filed with the Province of British Columbia Small Claims 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: November 08, 2012.

---

Residential Tenancy Branch