



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding E Y Properties Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

MND, MNR, MNSD, MNDC, FF

Introduction

This was an application by the landlord for a monetary order. The hearing was conducted by conference call.

The landlord participated in the hearing. The tenant did not attend although served with the application and Notice of Hearing and all evidence sent by registered mail. The landlord provided proof of mail registration including the tracking number for the mail, purported to have been returned to the landlord.

The landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the landlord entitled to a monetary order in the amount claimed?

Background and Evidence

The undisputed testimony and evidence of the landlord is that the tenancy started May 01, 2012 as a fixed term agreement ending April 30, 2013. The tenant vacated October 31, 2012. Rent payable was \$775.00 per month. At the outset of the tenancy the landlord collected a security deposit of \$387.50. At the end of the tenancy the landlord and tenant conducted an inspection and completed the requisite inspection report, signed by both parties. By their signature the tenant agrees they are responsible for cleaning of the unit, for which the landlord is claiming \$200.00. The landlord also claims costs under the tenancy agreement for carpet cleaning and drapery cleaning in the sum amount of \$148.60. The landlord also claims unpaid rent in the aggregate of \$1559.05 for which the landlord provided a signed statement by the tenant acknowledging these arrears of rent. In addition the landlord seeks liquidated damages as per the tenancy agreement in the amount of \$300.00 for breach of the fixed term agreement.

Analysis

I accept the landlord's testimony and documentary evidence submitted as establishing that they incurred the amounts claimed and that they are entitled to compensation for cleaning, and unpaid rent in the sum of 1907.65. I also find the landlord's claim for liquidated damages is a reasonable agreed pre-estimate of re-renting the rental unit and is not a penalty, therefore I will allow this portion of the claim in the amount of \$300.00. The landlord notes the tenant has a credit with the landlord of \$11.05. The landlord is further entitled to recover the \$50 filing fee paid for their application. The security deposit will be off-set from the award made herein.

Calculation for Monetary Order

Rental Arrears	\$1559.05
Cleaning	\$200.00
Carpet and drapery cleaning	\$148.60
Liquidated damages	\$300.00
<i>Less declared credit - to tenant</i>	<i>-\$11.05</i>
Filing Fees for the cost of this application	50.00
<i>Less Security Deposit and applicable interest to date</i>	<i>-387.50</i>
Total Monetary Award	\$1859.10

Conclusion

I order that the landlord retain the deposit of \$387.50 in partial satisfaction of the claim and I grant the landlord an order under Section 67 of the Act for the balance due of **\$1859.10**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

This Decision is final and binding on both parties.

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: April 10, 2013

Residential Tenancy Branch