



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DUTTONS & CO. REAL ESTATE LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR, MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent cleaning, repairs, strata fine, liquidated damages and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her monetary claim.

On April 25, 2013, the landlord found out that the tenant had moved out. The tenant provided the landlord with a forwarding address by email with a request for the return of the security deposit. The landlord applied for dispute resolution and served the notice of hearing on the tenant on May 08, 2013 by registered mail to the address provided by tenant. The landlord provided a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Since the tenant has moved out, the landlord withdrew her application for an order of possession. Therefore, this hearing only dealt with the landlord's monetary claim.

Issues to be decided

Is the landlord entitled to a monetary order to recover unpaid rent, the cost of cleaning and repairs, the filing fee and to retain the security deposit?

Background and Evidence

The tenancy started on November 01, 2012 for a fixed term of one year. The monthly rent was \$895.00 due in advance on the first of each month. The tenant paid a security deposit of \$497.50. The landlord filed a copy of the tenancy agreement which contains clauses regarding liquidated damages, NSF and late fees.

By signing the agreement, the tenant agreed to pay \$450.00 as liquidated damages in the event she terminated the fixed term tenancy prior to end date of the term. The tenant also agreed to pay a late fee of \$25.00 and NSF charges.

The landlord testified that the tenant's rent cheque for April 2013 was returned for lack of sufficient funds. On April 03, 2013, the landlord served the tenant with a ten day notice to end tenancy. The tenant did not dispute the notice and continued to occupy the rental unit without paying rent.

On April 25, 2013, the resident manager found the rental unit vacant. The tenant had moved out without informing the landlord. The landlord conducted an inspection and found that cleaning and repairs were required. The landlord also found that the tenant had had an unauthorized pet cat that had caused damage to the unit. In addition the tenant had incurred a strata fine of \$200.00.

The landlord filed photographs and invoices to support her monetary claim.

The landlord is applying for a monetary order for the following:

1.	Rent for April 2013	\$895.00
2.	Liquidated Damages	\$450.00
3.	NSF charges	\$7.00
4.	Late fees	\$25.00
5.	Cleaning	\$140.00
6.	Carpet cleaning	\$375.38
7.	Repairs	\$481.53
8.	Strata fine	\$200.00
9.	Filing fee	\$50.00
	Total	\$2,623.91

Analysis

Based on the undisputed sworn testimony of the landlord and in the absence of evidence to the contrary, I accept the landlord's testimony in respect of her claim. I find that the tenant owes rent for April 2013. Pursuant to the tenancy agreement the tenant is also responsible for liquidated damages, NSF charges and late fees. The landlord filed adequate evidence to support her claim for cleaning, carpet cleaning and repairs and therefore I award the landlord the cost of doing so.

The landlord filed copies of letters from the strata council regarding the fine levied on the tenant. The landlord testified that she paid this fine of \$200.00. I find that the tenant is responsible for this fine. The landlord has proven her case and is therefore also entitled to the recovery of the filing fee in the amount of \$50.00.

The landlord has established a total claim of \$2,623.91. I order that the landlord retain the security deposit of \$497.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$2,176.41. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order for **\$2,176.41**.

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: July 31, 2013

Residential Tenancy Branch

