



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order authorizing him to retain the security deposit. Despite having been served with the application for dispute resolution and notice of hearing sent via registered mail on April 6, the tenant did not participate in the conference call hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?
Should the landlord be authorized to retain the security deposit?

Background and Evidence

The landlord's undisputed evidence is as follows. On March 29, 2012, the parties signed a fixed term tenancy agreement which set the beginning of the tenancy at April 1, 2012 and the end of the tenancy at March 31, 2013. The agreement contained a liquidated damages clause which provided that if the tenant ended the tenancy prior to the end of the fixed term, he would be required to pay liquidated damages in the amount of \$805.33. The tenant ended the tenancy on December 31, 2012. The landlord seeks an award of \$805.33 for liquidated damages.

The landlord testified that the tenant failed to clean the carpet at the end of the tenancy and testified that the company's standard practice is to have carpets professionally cleaned before each new tenancy began. The tenancy agreement provides that the tenant is responsible to pay for professional carpet cleaning. The landlord entered into evidence purchase order request which requested that the carpet be cleaned at a cost of \$98.00, including tax. At the hearing, the landlord testified that the request was incorrect and that tax was not included in that price. The landlord provided no evidence

to show the amount actually paid for the carpet cleaning. The landlord seeks to recover \$109.76, which is the cost of cleaning carpets plus tax.

The landlord testified that at the beginning of the tenancy, the tenant was given 3 keys to the unit. The tenant was given 2 additional keys in August 2012 which were returned, but he failed to return the 3 keys which were originally issued. The landlord seeks to recover the cost of replacing the keys at a cost of \$25.00 per key. The landlord entered into evidence a form which was signed at the beginning of the tenancy which identified \$25.00 as the cost of replacing keys.

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

Analysis

I accept the landlord's undisputed testimony and I find that the tenant agreed to pay liquidated damages in the event that he ended the tenancy prior to March 31, 2013. I therefore award the landlord \$805.33.

I find that the tenant was contractually obligated to pay for professional carpet cleaning. However, because the landlord's own form identified the cost of carpet cleaning as \$98.00 inclusive of tax, I find that the landlord is limited to recovering that amount as he failed to provide any evidence showing that this charge did not include tax. I award the landlord \$98.00.

I find that the tenant failed to return 3 keys and was aware from the outset of the tenancy that he would be charged \$25.00 for each key that had to be replaced. I award the landlord \$75.00.

I find that as the landlord has been substantially successful in his claim, he is entitled to recover the filing fee paid to bring his application and I award him \$50.00.

Conclusion

The landlord has been awarded \$1,028.33 which represents \$805.33 in liquidated damages, \$98.00 for carpet cleaning, \$75.00 for key replacement and \$50.00 for the filing fee. I order the landlord to retain the 595.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance of \$433.33. 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: July 02, 2013

Residential Tenancy Branch

