



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOMELIFE PENINSULA PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

Decision

Dispute Codes: MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for liquidated damages. The landlord was also claiming reimbursement for cleaning of the suite, carpet cleaning and repairs.

Despite being served by registered mail sent on May 14, 2013, the respondent did not appear.

Issue(s) to be Decided

The issue to be determined, based on the testimony and evidence, is whether or not the landlord is entitled to monetary compensation for rental arrears owed and compensation for cleaning.

Background and Evidence

The tenancy began in January 2013 as a fixed term and rent was \$1,500.00. A security deposit of \$750.00 was paid. A copy of the tenancy agreement was submitted into evidence.

The landlord testified that the tenant terminated the fixed term tenancy prior to the expiry date and left the unit uncleaned and damaged. The landlord is claiming \$750.00 for the liquidated damages, \$177.45 for carpet cleaning, \$200.00 for cleaning costs, and \$126.26 for repairs.

Submitted into evidence were receipts for the costs incurred, a copy of the tenancy agreement, copies of advertisements and a copy of the move-in and move-out condition inspection reports.

The total claim is for \$1,253.71 plus the \$50.00 cost of filing the application.

Analysis

With respect to the cleaning claim, I find that section 37(2) of the Act states that, when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. In this instance, I find that the tenant did not comply with section 37 of the Act and that cleaning costs were incurred for which the landlord is entitled to be compensated in the amount of \$503.71, including \$177.45 for the carpet cleaning, \$200.00 for general cleaning and \$126.26 for minor repairs.

I find that, under the tenancy agreement, the tenant is required to pay \$750.00 in liquidated damages for prematurely terminating the tenancy prior to the expiry of the fixed term.

Given the above, I find that the landlord has established a total monetary claim of \$1,303.71, comprised of liquidated damages, cleaning and repair costs and the \$50.00 paid for this application.

I order that the landlord retain the tenant's security deposit and interest of \$750.00 in partial satisfaction of the claim, leaving a balance of \$553.71 in favour of the landlord. The remainder of the landlord's application is dismissed without leave.

I hereby grant the Landlord an order under section 67 for \$553.71. This order must be served on the Respondent and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court

Conclusion

The landlord is successful in the application and is granted a monetary order for cleaning, repairs and liquidated damages.

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: August 12, 2013

Residential Tenancy Branch