



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NACEL PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *MNR, MNDC, MNSD, MND, FF*

Introduction

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

The landlord sent a copy of her application and the notice of hearing to the tenant by courier on July 04, 2013, to the forwarding address provided by the tenant. The landlord filed proof of service. 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.

Issues to be decided

Did the tenant end the tenancy prior to the end date of the fixed term? Is the landlord entitled to a monetary order for liquidated damages, cleaning and the filing fee?

Background and Evidence

The landlord testified that the tenancy started on October 01, 2012 for a fixed term of one year. Prior to moving in, the tenant paid a security deposit of \$625.00. The landlord filed a copy of the tenancy agreement which contains a clause regarding liquidated damages. The tenant signed the agreement thereby agreeing to pay \$625.00 in the event that he ended the tenancy prior to the end date of September 30, 2013.

On February 26, the tenant gave notice to end the tenancy effective March 30, 2013.

The parties made arrangements to meet at the rental unit to conduct an inspection. The tenant initially changed the date of the appointment from March 31, 2013 to April 01, 2013. At the agreed upon time, the tenant called to say he would be one hour late. The landlord waited for the tenant but he did not show. The tenant did not return the keys. The landlord found the unit left in a dirty condition that required cleaning and painting. The unit was last painted just prior to the start of the tenancy. The landlord filed

photographs of the unit as the tenant left it. The photographs support the landlord's testimony regarding the state of the unit. The landlord has also filed receipts for the costs incurred to clean and paint the unit.

The landlord is claiming the following:

1.	Liquidated damages	\$625.00
2.	Cleaning	\$480.00
3.	Painting	\$262.50
4.	Locks	\$75.00
5.	Filing fee	\$50.00
	Total	\$1,492.50

Analysis

Based on the undisputed testimony of the landlord and the documentary evidence filed by the landlord, I find that the landlord has established her claim for liquidated damages, cleaning, painting and locks. Since the landlord has proven her case, she is also entitled to the recovery of the filing fee.

Overall the landlord has established a claim of \$1,492.50. The landlord currently has in her possession the tenant's security deposit of \$625.00. I order that the landlord retain the security 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 \$867.50. 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 of **\$867.50**.

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 16, 2013

Residential Tenancy Branch