



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 MND, MNR, MNDC, MNSD, FF

Introduction

This is an application filed by the landlord for a monetary claim for damage to the unit, site or property, for unpaid rent or utilities, for money owed or compensation for damage or loss, to keep all or part of the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. The tenant did not submit any documentary evidence. Both parties confirmed receipt of the notice of hearing package and the landlord's submitted documentary evidence. I accept the undisputed evidence of both parties and find that both parties have been properly served with the notice of hearing package and the submitted documentary evidence.

At the outset of the hearing, the landlord amended the monetary claim from \$2,357.86 and has lowered it to \$1,293.64 as the tenant has made a payment on May 5, 2014. The tenant has confirmed this payment made.

Issue(s) to be Decided

Is the landlord entitled to the monetary order?

Is the landlord entitled to retain the security deposit?

Background and Evidence

This tenancy began on August 1, 2013 on a fixed term tenancy ending on July 31, 2014 and then ends. The tenancy ended prematurely on February 28, 2014. The monthly rent was \$987.00 payable on the 1st of each month and a security deposit of \$493.50 was paid.

The landlord state that the tenant prematurely ended the fixed term tenancy and seeks a claim of \$493.50 for an early termination of the tenancy as per the signed tenancy agreement which is 50% of the monthly rent. The landlord also seeks unpaid rent for the month of February 2014 of \$987.00, \$250.00 in cleaning charges, \$527.36 in repair charges and \$100.00 for carpet. The tenant states that she is only disputing the charge

of an early end of term fee, cleaning and carpet cleaning. During the hearing the landlord withdrew the claim for \$100.00 for carpet cleaning.

The landlord has submitted a copy of a completed condition inspection report for the move-in and the move-out which shows the condition of the rental unit at the beginning of the tenancy and the end signed by the tenant. In the move-out portion, it states that the tenant signed the security deposit statement on February 28, 2014 which shows that the tenant accepted \$250.00 cost for cleaning and \$50.00 for light bulb replacements. The landlord has also submitted a copy of an invoice from Carmichael Construction Ltd. for patching and painting walls and light bulb replacements for \$527.36. The landlord has also provided a copy of the signed tenancy agreement which provides in section 3.0 a provision for the tenant to pay 50% of the monthly rent in the event the tenant prematurely ends the fixed term tenancy. The tenant states that she was unaware that her sister had signed the completed condition inspection report that specified cleaning and the replacement of the light bulbs. As such, the tenant now states that she accepts the landlord's claims and does not dispute them.

Analysis

I accept the undisputed evidence of both parties and find based upon the evidence as the tenant has accepted the claims made by the landlord. The landlord has established a monetary claim of \$1,293.64. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$493.50 security deposit in partial satisfaction of the claim and I grant a monetary order under section 67 for \$850.15. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$850.14.
The landlord may retain the \$493.50 security deposit.

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 03, 2014

Residential Tenancy Branch

