



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Columbia Property Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing via registered letter mailed on June 26, the tenant did not participate in the conference call hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began on September 1, 2013 at which time the tenant paid a \$550.00 security deposit. Rent was set at \$1,100.00 per month and the rental term was set for a fixed term expiring on August 31, 2014.

On May 14, 2014, the tenant gave the landlord notice that he would be vacating the rental unit on May 31. The landlord immediately began advertising but was unable to re-rent the unit until July 1. The landlord seeks \$1,100.00 in lost income for the month of June.

The landlord seeks an award of \$300.00 in liquidated damages pursuant to a term of the tenancy agreement which requires the tenant to pay liquidated damages if he ends the tenancy prior to the expiry of the fixed term.

The landlord seeks \$180.00 in cleaning costs. She testified that the tenant did not clean the unit and she provided an invoice showing that she paid this amount for 6 hours of cleaning.

The landlord seeks \$152.25 as the cost of cleaning carpets at the end of the tenancy. She testified that there were 3 occupants and 2 dogs in the rental unit and that the tenant smoked in the unit, causing the carpets to become odorous and soiled.

The landlord seeks \$184.18 in charges to replace damaged blinds, mow the lawn and remove abandoned furniture. She provided an invoice showing that she paid this amount.

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

Analysis

I accept the landlord's undisputed testimony. Section 45 of the Act requires tenants to provide one full month's written notice to end a tenancy. I find that the tenant failed to comply with the Act and I find that despite attempts to re-rent the unit, the landlord suffered the loss of one month's rent as a direct result of the tenant's actions. I find that the landlord should recover the lost income from the tenant and I award her \$1,100.00.

I find that the tenant ended the tenancy prior to the expiry of the fixed term and thereby triggered the liquidated damages provision. I award the landlord \$300.00.

I find that the tenant failed to adequately clean the rental unit requiring the landlord to hire cleaners. I find that the landlord should recover this cost and I award her \$180.00.

I find that the tenant failed to leave the carpets in reasonably clean condition at the end of the tenancy and I find that the landlord should recover the cost of carpet cleaning. I award her \$152.25.

I find that the tenant damaged blinds in the rental unit, failed to mow the lawn at the end of the tenancy and abandoned a significant amount of furniture which had to be removed. I find that the landlord should recover these costs and I award her \$184.18.

As the landlord has been successful in her claim, I find she should recover the filing fee paid to bring her application and I award her \$50.00.

Conclusion

The landlord has been successful as follows:

Loss of income	\$1,100.00
Liquidated damages	\$ 300.00
Cleaning	\$ 180.00
Carpet cleaning	\$ 152.25
Repairs and furniture removal	\$ 184.18
Filing fee	\$ 50.00
Total:	\$1,966.43

The landlord has been awarded \$1,966.43. I order the landlord to retain the \$550.00 security deposit in partial satisfaction of the claim and I grant her a monetary order under section 67 for the balance of \$1,416.43. 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: October 10, 2014

Residential Tenancy Branch

