



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Bayside Property Services Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNDC, MNSD, FF

### Introduction

This was a hearing with respect to the landlord's application for a monetary order and an order to retain the security deposit. The hearing was conducted by conference call. The landlord's representatives called in and participated in the hearing. The tenant did not attend, although he was served with the application and Notice of Hearing sent by registered mail to his forwarding address on June 12, 2014

### Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?  
Is the landlord entitled to retain the tenant's security deposit?

### Background and Evidence

The rental unit is an apartment in Burnaby. The tenancy began on November 1, 2013 for a one year fixed term. The rent was \$925.00 per month and the tenant paid a \$462.50 security deposit on October 11, 2013. The tenancy agreement provided that if the tenant ended the tenancy before the end of the fixed term he would be liable to pay the landlord liquidated damages in the amount of a half month's rent. On April 30, 2014 the tenant gave the landlord written notice that he would move out of the rental unit on May 31, 2014.

The landlord conducted a condition inspection with the tenant at the end of the tenancy. The landlord said that the unit was newly renovated at the start of the tenancy and there were numerous holes in the wall at the end that required painting touch-ups. The landlord also claimed that the unit required additional cleaning after the tenancy ended. The landlord claimed liquidated damages in the amount of \$62.50, \$130.00 for paint and \$60.00 for general cleaning.. The tenant signed the condition inspection report and noted that he did not agree with the amounts claimed for these items. The tenant was

served with the landlord's application and its documentary evidence, but he did not attend the hearing and did not submit any evidence to refute the landlord's claims.

### Analysis

Based on the undisputed evidence of the landlord I find that the landlord is entitled to monetary award in the amount of \$652.50 consisting of \$462.50 for liquidated damages as provided by the tenancy agreement, \$130.00 for painting and \$60.00 for general cleaning.

### Conclusion

The landlord is entitled to recover the \$50.00 filing fee, for a total award of \$702.50. I order that the landlord retain the \$462.50 security deposit in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of \$240.00. This order may be registered in the Small Claims 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 15, 2014

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Residential Tenancy Branch

