



# 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:

The landlord requests a monetary award for cleaning costs, carpet cleaning, and liquidated damages, related to the early ending of a fixed term tenancy agreement. The landlord also seeks an order to retain the tenants' security deposit in partial satisfaction of such monetary award.

The tenant did not attend the hearing. I accept that the tenant was properly served with notice of this hearing, by way of registered mail.

### Issues to be decided:

Is the landlord entitled to the compensation claimed from the tenant?  
If so, is the landlord entitled to retain the tenant's security deposit?

### Background and Evidence:

The parties entered into a series of one year fixed term tenancy agreements for the subject premises, commencing in April, 2012. The most recent agreement began May 1, 2014 and was to end April 30, 2014. Monthly rent was \$875.00 due on the 1st day of each month. A security deposit was paid in the sum of \$412.50. The tenant vacated the premises October 31, 2014, prior to the end of the fixed term.

The tenancy agreement included a liquidated damages clause (paragraph 5) specifying that if the tenant breached a material term of the agreement, or in the event that the tenants vacated the premises before the end of the fixed term, the tenant would pay the sum of \$875.00 as liquidated damages. This sum is claimed by the landlord.

At the end of the tenancy the landlord incurred suite cleaning costs of \$37.50, and carpet cleaning costs of \$78.75. These costs were agreed to by the tenant at the end of the tenancy.

### Analysis:

I find that the liquidated damages clause in the agreement is an enforceable provision. It is fair to conjecture that a landlord would expend time, effort and money in the process of re-renting the premises, such as posting signage for vacancies, running an advertisement for an empty unit, checking references for new tenants, and preparing the paper work for the ending of one tenancy and the start of another. A sum of \$875.00 is not an unreasonable or extravagant amount to claim for liquidated damages related to ending the tenancy early, and I do not find the term to be an unconscionable term of the tenancy agreement. I therefore award the sum of \$875.00 to the landlord.

I accept that the premises needed some cleaning and carpet cleaning following the tenancy. The tenant is liable for these damages, which total \$37.50 and \$78.75 respectively. The landlord is also entitled to recover the \$50.00 filing fee from the tenant.

Combining these sums, the landlord is awarded \$1,041.25.

The landlord has applied for an order to retain the security deposit. The deposit including accrued interest to the date of this hearing totals \$412.50. As this sum is less than the award made, retention is appropriate.

Conclusion:

I order pursuant to section 38(1) that the full amount of the \$412.50 security deposit be retained by the landlord, in partial satisfaction of the monetary award noted above.

I further order that the remaining balance of the award due to the landlord, equalling \$628.75, be paid immediately by the tenant to the landlord.

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: March 04, 2015

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Residential Tenancy Branch

