



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Devon Properties Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

This was a hearing with respect to the landlord's application for a monetary award and for an order to retain the tenant's security deposit. The hearing was conducted by conference call. The landlord's representative 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 on December 5, 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 all or part of the security deposit?

### Background and Evidence

The rental unit is an apartment in Victoria. The tenancy began on January 6, 2014 for a one year fixed term. Rent in the amount of \$950.00 was payable on the first of each month. The tenant paid a security deposit of \$475.00 on December 6, 2013. The tenant gave notice and moved out of the rental unit in November, 2104. The tenancy agreement provided that the tenant would be liable to pay liquidated damages of \$400.00 if he ended the tenancy before the end of the fixed term,

The tenant did not participate in a move-out inspection at the end of the tenancy. The landlord has claimed for cleaning costs of \$24.00, carpet cleaning in the amount of \$112.61, a late fee for the month of August of \$25.00 and liquidated damages of \$400.00. The landlord provided an invoice for the amount claimed for carpet cleaning.

### Analysis

The tenant ended the fixed term tenancy before the end of the fixed term. Pursuant to the tenancy agreement, I find that the landlord is entitled to recover liquidated damages of \$400.00 as claimed. I allow the claim for suite cleaning in the amount of \$24.00 and for carpet cleaning in the amount of \$112.61. I do not have any ledger or other records to document the late rent payment and I deny this claim. The award to the landlord is the sum of \$536.61. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$586.61.

### Conclusion

I order that the landlord retain the \$475.00 security deposit in partial satisfaction of the monetary award and I grant the landlord an order under section 67 in the amount of \$111.61. 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: July 09, 2015

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Residential Tenancy Branch

