



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOLLYBURN ESTATES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR, MNDC, MNSD, MND, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for loss of income, for the cost of cleaning, for liquidated damages and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim.

The landlord sent a copy of her application and the notice of hearing to the tenant by registered mail on December 29, 2015, to the forwarding address provided by the tenant. The landlord filed a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Did the tenant end the tenancy prior to the end date of the fixed term? Is the landlord entitled to a monetary order for liquidated damages, unpaid rent, cleaning and the filing fee?

Background and Evidence

The landlord testified that the tenancy started on May 15, 2015, for a fixed term of one year. Prior to moving in, the tenant paid a security deposit of \$700.00. The tenancy ended on December 14, 2015 and a move out inspection was conducted on that day. The tenant did not agree with the amount that the landlord was asking for and did not sign the report. The report indicates that the drapes were not cleaned and the carpets were dirty.

The landlord also filed a copy of the tenancy agreement which contains a clause related to liquidated damages. After the tenancy ended the parties kept in contact and the tenant mailed a cheque to the landlord in the amount of \$328.20.

The tenant attached a note which stated the security deposit of \$700.00 plus the enclosed cheque of \$328.20, covered the landlord's claim for loss of income, liquidated damages and the cost of cleaning the carpet and drapes. The tenant provided the landlord with a receipt for the rental of the carpet cleaner.

The landlord found new tenants for January 15, 2016 and is claiming the loss of income suffered for the period of January 01-15, 2016.

The landlord is claiming the following:

1.	Loss of income	\$632.24
2.	Liquidated damages	\$300.00
3.	Carpet cleaning	\$70.00
4.	Cleaning of drapes	\$102.90
5.	Filing fee	\$50.00
	Total	\$1,155.14

Analysis

Based on the undisputed testimony of the landlord and the documentary evidence filed by the landlord, I find that the landlord has established a claim for loss of income and for liquidated damages.

Residential Tenancy Policy Guideline#1 addresses the responsibility for the residential premises. With regard to carpets, the guideline states:

Generally, at the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year.

This tenancy started in May 2015 and ended in December 2015. Since the length of the tenancy was less than one year, I find that the tenant was not required to shampoo or steam clean the carpets. However, the tenant provided proof of having rented a carpet cleaner and therefore I find that the landlord must bear the cost of any additional cleaning required. In addition the invoice is dated January 22, 2016 which is after the new tenants moved in. Based on the above, I find I must dismiss the landlord's claim for \$70.00 for carpet cleaning.

The move out inspection report indicates that the drapes were left in a dirty condition. The landlord has filed an invoice that is dated February 12, 2016. The invoice does not indicate the date the drapes of this rental unit were cleaned.

A new tenant moved into the rental unit on January 15, 2016. It is not clear on what date the drapes were cleaned. Based on the length of the tenancy, the date of the invoice and the lack of information on the date the drapes were cleaned, I find that the landlord must bear the cost of cleaning the drapes.

Since the landlord has proven a portion of her case, she is entitled to the recovery of the filing fee of \$50.00.

Overall the landlord has established a claim as follows:

1.	Loss of income	\$632.24
2.	Liquidated damages	\$300.00
3.	Carpet cleaning	\$0.00
4.	Cleaning of drapes	\$0.00
5.	Filing fee	\$50.00
	Total	\$982.24

The landlord currently holds \$700.00 for a security deposit plus \$328.20 that the tenant paid after the end of tenancy, for a total of \$1,028.20.

I order that the landlord retain \$982.24 from the amount she is holding (\$1,028.20) in full satisfaction of the claim and I grant the tenant an order under section 67 of the *Residential Tenancy Act* for the balance due of \$45.96. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the tenant a monetary order of **\$45.96**.

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 29, 2016

Residential Tenancy Branch

