



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Mainstreet Equity Corp.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR MNSD MNDC 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.

The landlord participated in the teleconference hearing, but the tenant did not call into the hearing. The landlord submitted evidence that they served the tenant with the application for dispute resolution and notice of hearing by registered mail sent on August 18, 2016. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the tenant was deemed served with notice of the hearing on August 23, 2016, and I proceeded with the hearing in the absence of the tenant.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on August 15, 2015 as a fixed term tenancy to end on August 31, 2016. Rent in the amount of \$775.00 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$387.50.

The tenancy agreement indicates that if the tenant ends the tenancy before the end of the fixed term, they will be required to pay the landlord a liquidated damages amount of "\$350 + Concessions." An addendum to the tenancy agreement sets out that the tenant received a one-time concession of \$250.00 off their first month's rent, but if they broke the lease before the end of the fixed term, they would be required to pay it back.

The landlord stated that in March 2016 there was an incident in the rental unit that required the toilet to be replaced and water had to be cleaned up. The landlord submitted a work order that indicates the tenant was aware she would be charged for the cleanup and labour costs, which totalled **\$125.00**.

The landlord stated that the tenant frequently did not pay full rent, and the tenant owes a balance of **\$184.00** in unpaid rent. In support of this part of their claim, the landlord submitted a statement of the tenant's account. The landlord also claimed **\$25.00** for a late payment fee for June 2016, as per the tenancy agreement.

The landlord stated that on June 15, 2016 the female tenant gave the landlord written notice that she would be vacating the rental unit on August 1, 2016. The landlord stated that they made numerous attempts to schedule a move-out inspection with the tenant, but the tenant would not cooperate. The landlord stated that the tenant returned the rental unit keys on July 31, 2016. The landlord has claimed **\$350.00** for liquidated damages and **\$250.00** for repayment of the rent concession that the tenant received in September 2015.

The landlord stated that the tenant left the rental unit dirty and damaged. The landlord submitted photographs showing some dirty or damaged portions of the unit, as well as a detailed list of the cleaning and repairs done and the rates charged. The total that the landlord has claimed for cleaning and repairs is **\$415.00**.

### Analysis

I find that the landlord has established their claim in its entirety. I accept the landlord's clear evidence that the tenant was aware of the terms of the tenancy agreement requiring them to pay the liquidated damages amount as well as return the concession if they breached the lease. The tenancy agreement, signed by the tenant, indicates that late rent payments may be subject to a \$25.00 late fee. The landlord's details of cleaning and repairs, photographs of damage and work order for the toilet replacement all support the landlord's undisputed claim.

As the landlord's application was successful, they are also entitled to recovery of the **\$100.00** filing fee for the cost of this application.

Conclusion

The landlord is entitled to **\$1,449.50**. I order that the landlord retain the security deposit of **\$387.50** in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$1,061.50**. This order may be filed 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: February 15, 2017

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Residential Tenancy Branch