



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SAMEER POONJA C/O ROVAX SERVICES LTD
and [Tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNDC, MNSD, FFT

Introduction

On March 18, 2018, the Landlord submitted an Application for Dispute Resolution for a monetary order for unpaid rent or utilities; to keep the security deposit; and to recover the cost of the filing fee. The matter was set for a conference call hearing at 9:00 a.m. on this date.

The Landlord's agents ("the Landlord") attended the teleconference hearing; however, the Tenant did not. The Landlord provided affirmed testimony that the Tenant was served with the Notice of Hearing documents in person on March 21, 2018.

I find that the Tenant was properly served with the Notice of Dispute Resolution Proceeding and failed to attend the hearing.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions at the hearing. The Landlord's testimony was unopposed.

Issues to be Decided

- Is the Landlord entitled to liquidated damages?
- Is the Landlord entitled to compensation for damage to the unit?
- Is the Landlord entitled to keep the security deposit?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord testified that the tenancy began on November 1, 2017, as a fixed term tenancy to continue until October 31, 2018. Rent in the amount of \$1,700.00 was to be paid by the first day of each month. The Tenant paid the Landlord a security deposit of \$850.00.

The Landlord testified that the Tenant broke the fixed term tenancy agreement when they gave notice on February 22, 2018, that they were ending the tenancy. The Tenant moved out of the rental unit at the end of February 2018.

The Landlord is seeking compensation for the following items:

Liquidated Damages	\$850.00
Cleaning	\$200.00
Carpet	\$83.95
Labor cost to remove possessions	\$200.00
Storage costs	\$200.00
Painting	\$475.00
Filing fee	\$100.00

Liquidated Damages

The Landlord testified that the tenancy agreement has a liquidated damages clause that requires the Tenant to pay \$850.00 for liquidated damages for the costs of re-renting the rental unit, if the Tenant ends the fixed term tenancy early. The Landlord provided a copy of the tenancy agreement containing the liquidated damages term.

Cleaning Costs

The Landlord testified that the Tenant left the rental unit unclean at the end of the tenancy. The Landlord testified that the appliances were also left dirty. The Landlord hired a cleaning service to clean the rental unit. The Landlord provided an invoice for the cost to have the rental unit cleaned. The Landlord is seeking the amount of \$200.00 for the cost of cleaning. The Landlord provided photographs of the unclean rental unit.

Carpet

The Landlord testified that the lease requires that the Tenant has the carpet cleaned at the end of the tenancy. The Landlord testified that the Tenant failed to have the carpet cleaned at the end of the tenancy. The Landlord provided a photograph of the dirty carpet. The Landlord is seeking \$83.95 for the cost to clean the carpet.

Labor Costs

The Landlord testified that the Tenant abandoned furniture and possessions in the rental unit. The Landlord testified that they disassembled the furniture and moved it into a storage area. The Landlord provided photographs of the Tenant's possessions that were left in the unit and a list itemizing the possessions. The Landlord is seeking \$200.00 for the labor cost to move the Tenant's possessions to the storage area.

Storage Costs

The Landlord is seeking \$200.00 for the cost to store the Tenant's items for the past two months. The Landlord testified that the Tenant told them she was planning to contact them to arrange to pick up the items; however, she never called. The Landlord estimated the value of the Tenant's items to be approximately \$300.00.

Painting

The Landlord testified that they received a quote of \$1,350.00 for the cost to paint the entire rental unit. The Landlord is seeking to recover \$475.00 of the painting costs due to damage to the walls and because the Tenant painted the walls with the wrong shade of paint. The Landlord testified the Tenant damaged three walls and three doors. The Landlord provided photographs of walls that were painted with different shades of paint. The Landlord provided an invoice in the amount of \$475.00.

Security Deposit

The Landlord is seeking to keep the security deposit in the amount of \$850.00 in partial satisfaction of the claims.

Analysis

Section 25 of the Residential Tenancy Regulation provides that the landlord must

- (a) store the Tenant's personal property in a safe place and manner for a period of not less than 60 days following the date of removal,*
 - (b) keep a written inventory of the property,*
 - (c) keep particulars of the disposition of the property for 2 years following the date of disposition, and*
 - (d) advise a Tenant or a Tenant's representative who requests the information either that the property is stored or that it has been disposed of.*
- (2) Despite paragraph (1) (a), the landlord may dispose of the property in a commercially reasonable manner if the landlord reasonably believes that*
- (a) the property has a total market value of less than \$500,*
 - (b) the cost of removing, storing and selling the property would be more than the proceeds of its sale, or*
 - (c) the storage of the property would be unsanitary or unsafe.*

Based on the evidence and testimony before me, I make the following findings:

The Tenant was served with the Notice of Dispute Resolution Proceeding documents on March 21, 2018, and chose to not attend the hearing. The Landlords claims are unopposed.

Liquidated Damages

I find that the tenancy agreement contains a liquidated damages clause that provides that the Landlord may charge \$850.00 for the cost of liquidated damages if the Tenant ends the fixed term tenancy early. I find that the Tenant ended the fixed term tenancy early. I find that the Landlord is entitled to claim the liquidated damages amount of \$850.00.

Cleaning Costs

The Landlord's claims for cleaning costs are unopposed. I find that the Tenant left the rental unit unclean and is responsible for the cleaning costs. I award the Landlord \$200.00 for cleaning costs.

Carpet

I find that the tenancy agreement contained a term that the Tenant would professionally shampoo the carpet at the end of the tenancy. I find that the Tenant failed to have the carpets cleaned at the end of the tenancy. I grant the Landlord the amount of \$83.95 for carpet cleaning.

Labor Costs

I find that the Tenant left some furniture and possessions in the rental unit at the end of the tenancy. The Tenant is responsible for the Landlord's costs to remove the items into storage. I award the Landlord \$200.00 for the cost to remove the items from the rental unit.

Storage Costs

I find that the Residential Tenancy Regulation permits the Landlord to either store the Tenant's possessions or dispose of them if the value is less than \$500.00. The Landlord chose to store the Tenant's possessions and testified that the Tenant indicated she would arrange to retrieve them. I find that the Landlord has the right to charge for the storage of the Tenant's possessions.

I grant the Landlord the amount of \$200.00 for the storage of the Tenant's items for two months.

Painting

I find that the walls of the unit appear to be a different shade of paint. The Tenant is responsible for some of the Landlord's costs to repaint the rental unit. I find that the Landlord's claim for \$475.00 is a reasonable amount for repainting three walls and three doors. I award the Landlord \$475.00 towards the cost of painting the unit.

Security Deposit

I order that the Landlord can keep the security deposit in the amount of \$850.00 in partial satisfaction of the Landlord's claim.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$2,108.95 comprised of \$850.00 for liquidated damages; \$1,158.95 for damage and cleaning; and the \$100.00 fee paid by the Landlord for this hearing. After setting off the security deposit of \$850.00 towards the claim of \$2,108.95, I find that the Landlord is entitled to a monetary order in the amount of \$1,258.95. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Conclusion

The Tenant ended the fixed term tenancy early and left the unit unclean and damaged. The Landlord has established a monetary claim in the amount of \$2,108.95. I order that the Landlord can keep the security deposit in the amount of \$850.00 in partial satisfaction of the Landlord's claim.

I grant the Landlord a monetary order for the balance owing of \$1,258.95.

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 17, 2018

Residential Tenancy Branch