



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

### **Introduction**

This hearing dealt with an application by the landlord pursuant to sections 67, 38 and 72 of the *Residential Tenancy Act* for a monetary order for the cost of cleaning, repairs, liquidated damages and 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, evidence and the notice of hearing to the tenant by registered mail on June 04, 2020, to the forwarding address provided by the tenant. The landlord provided 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**

Is the landlord entitled to a monetary order for the cost of cleaning, repairs, liquidated damages and the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The landlord testified that the tenancy started on October 01, 2019 for a fixed term of one year. The monthly rent was \$2,147.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$1,073.50, which the landlord is holding. A copy of the tenancy agreement and the addendum were filed into evidence. A term in the addendum requires the tenant to pay liquidated damages in the amount of \$1,073.50 if the tenant ends the tenancy prior to the end date of the fixed term.

The landlord testified that the tenant moved out on May 20, 2020 and paid rent for the full month of May 2020. The landlord agreed to return the prorated rent for the last 10 days in May to the tenant, in the amount of \$692.58.

The landlord stated that the rental unit was brand new at the start of tenancy and that it was left in a damaged and dirty condition at the end of tenancy. The landlord stated that there were holes and scrapes to the walls and baseboard and one wall was severely damaged from the tenant attaching a baby gate.

Move in and move out inspection reports were filed into evidence. Since the unit was brand new at the start of tenancy, the move in report was without discrepancies. The damage and lack of cleanliness of the unit was recorded in the move out inspection report. The tenant signed in acknowledgement and agreed to cover the cost of repair and cleaning. The landlord filed invoices to support her monetary claim.

The landlord is claiming the following:

1.	Wall repair	\$420.00
2.	Closet door	\$103.04
3.	New keys	\$10.88
4.	Lightbulbs	\$35.36
5.	Carpet Steam Cleaning	\$262.47
6.	Repairs	\$154.48
7.	Paint/install closet door	\$183.75
8.	Cleaning	\$294.00
9.	Liquidated damages	\$1,073.50
10.	Filing fee	\$100.00
	<b>Total</b>	<b>\$2,637.48</b>

### **Analysis**

Based on the undisputed testimony of the landlord, the inspection reports and the invoices filed into evidence, I find that the landlord has proven her monetary claim for items #1 to #9.

Pursuant to section 4 of the *Residential Tenancy Policy Guideline*, a liquidated damages clause is a clause in a tenancy agreement where the parties agree in advance the damages payable in the event of a breach of the tenancy agreement.

In this case, the tenant signed in agreement of paying liquidated damages of \$1,073.50 in the event that he ended the tenancy prior to the end date of the fixed term. Therefore, I find that the landlord is entitled to her claim for liquidated damages.

Since the landlord has proven her claim, she is also entitled to the filing fee.

Overall, the landlord has established a claim of \$2,637.48. The landlord has agreed to lower the quantum of her claim by \$692.58 which is the prorated rent for the period of May 20 to May 31, 2020.

I order that the landlord retain the security deposit of \$1073.50 plus \$692.58 for the return of prorated rent in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$871.40. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

The landlord may retain the security deposit and the prorated rent.

In addition, I grant the landlord a monetary order for the amount of **\$871.40**.

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: September 04, 2020

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Residential Tenancy Branch

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 78(1) of the Residential Tenancy Act.

Correction Date: September 14, 2020