



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Villa Margareta c/o Bayside Property Services  
L and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed under the Residential Tenancy Act (the “Act”), for a monetary order for monetary loss or other money owed, for damages to the unit, for an order to retain the security deposit in partial satisfaction of the claim and to recover the cost of the filing fee.

The landlord’s agent attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the/each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord’s agent testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail on July 9, 2021, a Canada post tracking number was provided as evidence of service. The agent stated that the package was successfully delivered to the tenant on July 12, 2021.

I find that the tenant has been duly served in accordance with the Act.

The landlord’s agent appeared gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

### Issues to be Decided

Is the landlord entitled to a monetary order for monetary loss or other money owed?  
Is the landlord entitled to monetary compensation for damages?  
Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

### Background and Evidence

The parties entered into a fixed term tenancy which began on August 1, 2020 and was to expire on July 31, 2021. Rent in the amount of \$1,150.00 was payable on the first of each month. The tenant paid a security deposit of \$575.00. The tenancy ended on January 27, 2021. Filed in evidence is a copy of the tenancy agreement.

The landlord's agent stated a move-in and move-out condition inspection report was completed. Filed in evidence are copies of the reports.

The landlord claims as follows:

a.	Liquidated damages	\$ 575.00
b.	Unpaid utilities	\$ 72.61
c.	Broken door	\$ 564.38
d.	Carpet cleaning	\$ 105.00
e.	Filing fee	\$ 100.00
	<b>Total claimed</b>	<b>\$1,416.99</b>

The landlord's agent testified that the tenant breached the fixed term agreement as the tenant gave notice to end the tenancy on January 15, 2021 and vacated January 27, 2021. The agent stated that they were able to find a new renter; however, the tenancy agreement has a term that they are entitled to liquidate damages for the cost of re-renting the unit. The landlord seeks to recover the amount of \$575.00.

The landlord's agent testified that the tenant failed to pay their electricity account and it was transferred to the landlord. The landlord seeks to recover the amount of \$72.61. Filed in evidence are copies of the unpaid utilities.

The landlord's agent testified that the tenant caused damage to the closet doors as there were holes in them. The agent stated that the move-in condition inspection report shows the doors were in good condition at the start of the tenancy. The landlord seeks to recover the cost of the doors in the amount of \$564.38. Filed in evidence are photographs, which shows holes in the doors, this is not normal wear and tear.

The landlord's agent testified that the tenant was required by their tenancy agreement to have the carpets cleaned prior to vacating the premises. The agent stated that the tenant failed to have the carpets cleaned. The landlord seeks to recover the cost of the carpet cleaning in the amount of \$105.00. Filed in evidence is a receipt.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the landlord has the burden of proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation, or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

In this case, the tenant was duly served with the landlord's application. The tenant did not appear. Therefore, I find the landlord's application is unopposed.

I find the tenant breached the Act and their tenancy agreement when they ended their fixed term tenancy agreement early. The tenancy agreement has a liquidated damages clause which was for the cost of re-renting the premises. I find the landlord is entitled to recover liquidated damages as stated in the tenancy agreement in the amount of **\$575.00**.

I find the tenant breached the Act when they failed to pay their utilities which were transferred to the landlord. I find the landlord is entitled to recover unpaid utilities in the amount of **\$72.61**.

I find the tenant breached the Act when they caused damage to the doors; this is not normal wear and tear. The photographs looks like they were punched or hit with an object penetrating the door. I find the landlord is entitled to recover the cost of replacing the doors in the amount of **\$564.38**.

I find the tenant breached their tenancy agreement when they failed to have the carpets cleaned at the end of the tenancy. I find the landlord is entitled to recover the cost in the amount of **\$105.00**.

I find that the landlord has established a total monetary claim of **\$1,416.99** comprised of the above described amounts and the \$100.00 fee paid for this application.

I order that the landlord retain the security deposit of **\$575.00** in partial satisfaction of the claim and I grant the landlord(s) an order under section 67 of the Act for the balance due of **\$841.99**.

This 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 landlord is granted a monetary order and may keep the security deposit in partial satisfaction of the claim and the landlord is granted a formal order for the balance due.

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: January 06, 2022

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Residential Tenancy Branch