

## **DECISION**

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

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. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on May 15, 2009, the tenant did not participate in the conference call hearing.

On July 8, 2008, the landlord collected a security deposit from the tenant in the amount of \$420.00. The tenancy began on August 1, 2008 for a fixed term ending July 31, 2009. On the same day, a move in condition inspection and the resulting report were completed. Rent in the amount of \$855.00 was payable in advance on the first day of each month. On March 11, 2009, the landlord served the tenant with a notice to end tenancy for cause. On April 29, 2009, the tenant moved out of the unit. No move out condition inspection was completed. The landlord said that the tenant left without notifying him and the landlord had neglected to complete the move out condition inspection without the tenant.

The landlord is seeking recovery of the following liquidated damages and costs incurred in addressing the damages.

### **Liquidated Damages**

The landlord is seeking recovery of liquidated damages in the amount of \$325.00 from the tenant. The landlord referred to clause 2 of the tenancy agreement which states that if the tenant terminates the fixed term tenancy before the end of the original term, the sum of \$325.00 will be paid by the tenant to the landlord as liquidated damages, and not as a penalty, to cover the administration costs of re-renting the rental unit. In this case, I find that the tenancy was for a fixed term ending July 31, 2009 and the tenancy ended on April 29, 2009. Therefore the

landlord is entitled to recovery of the liquidated damages in the amount of \$325.00 and I allow a claim for this amount.

#### Cleaning

The landlord is also seeking recovery of cleaning costs in the amount of \$177.00. To support his claim, the landlord submitted 4 invoices dated April 30, 2009 showing charges for 10.5 hours of cleaning at \$14.00 per hour plus \$30.00 cleaning supplies. The landlord said that during the tenancy, the tenant had numerous parties in the unit and when he vacated, he left the unit in a dirty condition. As well, there were beer bottles, liquor bottles and substantial amount of garbage left behind. The landlord's testimony was not supported by any documentary evidence such as the move out condition inspection report or photos. For this reason, I allow 70% of the total claim for the amount of \$123.90.

#### Carpet Cleaning

The landlord is also seeking recovery of carpet cleaning cost in the amount of \$84.00. To support his claim, the landlord submitted a receipt dated April 30, 2009 from Sunny Carpet and Upholstery Cleaning Ltd. for the amount of \$84.00. I find that the landlord has proven the need for carpet cleaning and the cost for such cleaning. I therefore allow a claim for \$84.00.

#### Drapes Cleaning

The landlord is also seeking recovery of the cost of cleaning and re-hanging 2 sets of drapes in the amount of \$40.00. To support his claim, the landlord submitted an invoice dated April 30, 2009 for the amount of \$40.00. I find that the landlord has proven the need for drape cleaning and the cost of such cleaning. I therefore allow a claim for \$40.00.

#### Conclusion

The landlord has established a total claim of \$572.90 comprised of \$325.00 as liquidated damages and \$247.90 as costs incurred in addressing the damages.

The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retains the security deposit and interest of \$423.05 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$199.85. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated July 17, 2009.