



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order for damage to the unit, unpaid rent, to keep all or part of the security deposit, money owed or compensation for damage or loss and recovery of the filing fee. Both parties participated in the conference call hearing.

### Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

### Background and Evidence

This 1 year, fixed term tenancy began March 20, 2010 with monthly rent of \$695.00 and the tenant paid a security deposit of \$347.50. On August 30, 2010 the tenant gave the landlord 1 month's notice to vacate the rental unit.

The landlord's agent testified that she was not the resident manager for this building during the time of the tenant's tenancy and that to the best of her knowledge the tenant had not given the landlord 1 month's notice and that the tenant did not make him-self available for the move-out inspection. The landlord's agent stated that the tenant had damaged the walls, left trash and discarded items in the rental unit, did not clean the rental unit and did not have the carpets professionally cleaned. The landlord's agent stated that the tenant had been provided notice for two opportunities to complete the move-out inspection, the first at noon on September 30, 2010 and the second on October 1 at 10:30 AM.

The landlord in this application is seeking the following:

Carpet cleaning	\$78.40
Liquidated damages per contract	\$300.00
Painting/wall repair	\$224.00
Garbage removal	\$50.00

General suite cleaning	\$100.00
October rent	\$695.00
Move in bonus	\$150.00
Filing fee	\$50.00
<b>Total</b>	<b>\$1647.40</b>

The tenant testified that on August 30, 2010 he gave the landlord 1 month's written notice to vacate September 30, 2010. The tenant stated that during the month of September 2010, the resident manager that was on site made no attempt to contact him to complete a move out inspection. The tenant stated that he had vacated the rental unit by noon September 30, 2010 and that the notice to complete the move-out inspection had not been posted prior to him vacating the rental unit.

The tenant does not agree with the charges by the landlord for cleaning, trash removal etc and maintains that he had cleaned the carpets prior to vacating the rental unit. The tenant disputes being charged a month's rent as he gave 1 month's notice per the *Act* and the tenancy agreement allows for a \$300.00 liquidated damages charge when tenants break a lease.

### Analysis

Based on the documentary evidence and testimony of the parties I find that the tenant gave the landlord a proper 1 month notice to vacate. I do not however, find that posting a 'Notice of Final Opportunity to Schedule a Condition Inspection' on the door, after the tenant has vacated the rental unit to be in compliance with the *Act*. While there is evidence that the rental unit was not left in the condition required, I find that per Section 38 (5) (2) of the *Act*, the landlord failed to meet the end of tenancy condition report requirements, did not appropriately offer the tenant at least 2 opportunities for the inspection and therefore may not claim for cleaning costs or damage to the unit.

Therefore I find that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order in a limited amount for the following:

Liquidated damages per contract	\$300.00
Move in bonus	\$150.00
<b>Total</b>	<b>\$450.00</b>

Accordingly, I find that the landlord has established entitlement to compensation in the limited amount of \$450.00 in liquidated damages and recovery of the move-in bonus as the tenant did not meet the terms of the fixed term tenancy.

As the landlord has had some success in their application they are entitled to recovery of the \$50.00 filing fee.

### Conclusion

I find that the landlord has established a monetary claim for \$450.00 in liquidated damages and recovery of the move-in bonus. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$347.50 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$152.50** ( $\$450.00 + \$50.00 = \$500.00 - \$347.50 = \$152.50$ )

A monetary order in the amount of **\$152.50** has been issued to the landlord and a copy of it must be served on the tenant. If the amount is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: March 21, 2011.

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Residential Tenancy Branch