



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MND, MNDC, MNR, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order permitting her to retain the security deposit in partial satisfaction of the claim and a cross-application by the tenant for an order compelling the landlord to return her security deposit. Despite having been served with the application for dispute resolution and notice of hearing by registered mail at the forwarding address she provided to the landlord, the tenant did not participate in the conference call hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?
Is the tenant entitled to an order for the return of her security deposit?

Background and Evidence

The landlord's undisputed evidence is as follows. The parties entered into a written tenancy agreement on May 17, 2011 which provided that the tenancy would begin on May 18, 2011. The tenant paid a \$475.00 security deposit. The tenant gave the landlord a cheque for rent for May 18 – 31 which was returned by the bank for insufficient funds. When advised that the cheque had been returned, the tenant paid the rent in cash. The tenant vacated the rental unit on May 31, 2011 and did not adequately clean the unit.

The landlord seeks to recover a \$25.00 late payment fee for May pursuant to the terms of the tenancy agreement, \$475.00 in liquidated damages pursuant to the terms of the tenancy agreement, \$36.00 as the cost of cleaning the kitchen and washroom at the end of the tenancy and \$50.00 as the cost of the filing fee paid to bring this application.

Analysis

As the tenant did not participate in the hearing to advance her claim, the claim is dismissed without leave to reapply.

I accept the landlord's undisputed testimony and find that the tenant broke the fixed term tenancy prior to the end of the term and is therefore liable for \$475.00 in liquidated damages. I find that the tenant paid her rent late in May and is therefore liable for the \$25.00 late payment charge. I further find that the tenant failed to adequately clean the rental unit and that the landlord should recover the \$36.00 cost of cleaning. I also find that the landlord should recover the \$50.00 filing fee paid to bring this application.

Conclusion

I award the landlord \$586.00. I order the landlord to retain the \$475.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order for the balance due of \$111.00. This order may be filed in the Small Claims Division of the Provincial Court 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: September 19, 2011

Residential Tenancy Branch