



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD and FF

Introduction

This hearing was convened on the landlord's application of October 2, 2012 seeking a monetary award for carpet cleaning, return of a fixed-term rental agreement incentive and recovery of the filing fee for this proceeding.

The tenants were served with the Notice of Hearing sent by registered mail on October 5, 2012. I note that the computer conference call console showed a second party on the line calling from area code 613 but that party did not respond to a request to announce their presence, possibly due to technical difficulties. In any event, the hearing proceeded without participation of the tenants.

Issue(s) to be Decided

Is the landlord entitled to a monetary award for the claims submitted and authorization to retain the amount found owing from the security deposit?

Background and Evidence

This tenancy began on April 1, 2012 under a fixed term rental agreement set to end on March 31, 2012. The tenants vacated the rental unit early on September 30, 2012 having given notice, participated in completion of the move-out condition inspection report and having provided the landlord with a forwarding address.

During the hearing, the landlord noted that the move-out condition inspection report indicated the need for carpet cleaning, but the tenants declined to consent to the \$110 charge.

The landlord also claims return of a \$250 incentive granted to the tenants for signing the fixed term agreement and noted that clause 38 of the Rules and Regulations appended to the rental agreement provides for termination of the incentive if the tenants breach the fixed term agreement.

However, the rental agreement itself sets the rent at \$845 per month and makes no mention of a fixed term incentive. The landlord stated that the incentive had been recorded on the application for tenancy which had not been submitted into evidence.

Analysis

I find that the tenants did breach the fixed term rental agreement.

I further find that the tenants are responsible for the claimed \$110 cost of carpet cleaning and for the cost of the landlord's filing fee.

However, in the absence of a documentary record of the tenants having been granted the \$250 fixed term incentive, I cannot make an award on this claim.

Therefore, I find that accounts now balance as follows:

Security deposit held by landlord (No interest due)	\$422.50
Less landlord's filing fee	- 50.00
Remainder of security deposit due to tenants	\$262.50

Conclusion

The tenants' copy of this decision is accompanied by a Monetary Order for \$262.50, enforceable through the Provincial Court of British Columbia, for service on the landlord.

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: December 21, 2012.

Residential Tenancy Branch