



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bayside Property Services Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, MNSD, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by two agents for the landlord.

The landlord provided documentary evidence the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on January 15, 2013 and their amended Application on March 27, 2013 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenant on the 5th day after it was mailed.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid utilities; for a lease breaking fee; for compensation for cleaning and damage to the rental unit; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Act*.

Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on March 23, 2012 for a 1 year and 1 day fixed term tenancy agreement beginning on April 1,

2012 for a monthly rent of \$825.00 due on the 1st of each month with a security deposit of \$412.50 paid.

The agreement also states “to terminate this lease prior to the expiry date on the 1st of April 2013 the tenant will be required to pay \$400.00 and must give one calendar month’s notice.” The tenancy ended on December 31, 2012.

The landlord has submitted a copy of a utility bill from the local utility provider for service up to and including December 31, 2012 when the account was closed in the amount of \$51.98. The bill also indicates that should the balance remain unpaid the amount will be transferred to the property owner’s (landlord) property taxes.

The landlord also provided a copy of a Condition Inspection Report completed on March 23, 2012 for the move in condition and on December 31, 2012 for the move out condition. The tenant has stipulated by his signature that he does not agree with the reports recording of the condition of the rental unit at the end of the tenancy.

The landlord has submitted copies of invoices for the cost of cleaning at \$40.00; the cost of wall and trim painting at \$40.00; and hardwood flooring repairs at \$168.00.

Analysis

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all keys or other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

Based on the undisputed evidence and testimony of the landlord I find the tenant failed to fulfil his obligations under Section 37 and the landlord is entitled to the compensation sought in the amount of \$248.00 for cleaning and repairs.

I also accept the landlord’s undisputed evidence and testimony regarding the utility costs owed by the tenant in the amount of \$51.98.

In the absence of any testimony or evidence from the tenant disputing the landlord’s claim for \$400.00 representing a fee for breaking the lease to be anything other than a genuine pre-estimate of the costs associated with re-renting the unit prior to the end of the fixed term I find the landlord is entitled to liquidated damages as claimed.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$749.98** comprised of \$400.00 liquidated damages; \$248.00 cleaning and repairs; \$51.98 unpaid utilities and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$412.50 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$337.48**.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: April 08, 2013

Residential Tenancy Branch