

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNR, MNSD, MND, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order to recover rental arrears, for damage to the unit, an order to retain the security deposit in partial satisfaction of the monetary claim and inclusive of recovery of the filing fee associated with this application, and. Despite having been served with the application for dispute resolution and notice of hearing by personal service the tenant did not participate in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on August 15, 2008. The rental unit is rented as fully furnished and rent in the amount of \$1100 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$550. The tenant failed to pay all of the rent due in the month of October 2008 and on further failed to pay the rent for November 2008. On December 01, 2008 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant failed to pay rent in or for the month of December 2008 and subsequently vacated the suite on or about December 05, 2008 and moved into another rental unit in the same building, but with a different Landlord.

The rental unit was under a tenancy agreement which dose not allow pets, and in this regard there is evidence the tenant had a dog in the suite during the tenancy, for which the landlord subsequently issued a penalty of \$50 for a strata by-law infraction. On the rental unit being vacated, it is the testimony of the landlord that the rental unit was left soiled and unclean in general, and in need of carpet cleaning due to pet feces and urine stains. As well, some of the furniture required repairs, as did some of the walls. Also the tenant failed to return the keys for the unit and thus the lock required replacement. The landlord provided evidence in the form of photographs and receipts for all non-rent monetary claims, which are as follows:

Rent arrears for October 2008	\$ 300.00
Rent arrears for November 2008	\$1100.00
Rent arrears December 2008 – one half (1/2) month	\$ 550.00
Penalty levied to tenant for dispute address, only	\$ 50.00
Cleaning of unit and carpet cleaning	\$ 199.50
Deadbolt and labour / labour for repairs	\$ 253.75

Total of applicant's monetary claim **\$2453.25**

Analysis

Based on the landlord's testimony I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant has not paid the outstanding rent and has not applied for dispute resolution to dispute the notice.

As for the monetary order, I find that the landlord has established a claim for **\$2403.25** in unpaid rent, cleaning, carpet cleaning, repairs and replacement of entry lock. I am not allowing the \$50 for the penalty levied by the Strata, as this was levied over one

week after the tenant moved out. The landlord is, however, entitled to recovery of the **\$50** filing fee. The total claim to which the landlord is entitled is **\$2453.25**.

Conclusion

I order that the landlord retain the deposit and interest of **\$553.13** in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$1900.12**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated February 06, 2009