



# **Dispute Resolution Services**

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

## **DECISION**

**Dispute Codes:** OPR, MNR, MNSD and FF

### **Introduction**

This application was brought by the landlord seeking a Monetary Order for unpaid rent, utilities, cleaning and the filing fee for this proceeding, and authorization to retain the security deposit in set off against the balance owed.

### **Issue(s) to be Decided**

This application requires a decision on whether the landlord is entitled to a Monetary Order, the amount, and whether the landlord may retain the security deposit in set off.

### **Background and Evidence**

This tenancy ran from July 1, 2007 to December 31, 2008. Rent was \$1400 per month and the landlord holds a security deposit of \$700 paid on July 1, 2007.

During the hearing, the landlord gave evidence that the tenant had moved out of the rental unit in early December after having given written notice on November 28, 2008 and without having paid the rent for December. The landlord served a Notice to End Tenancy on December 2, 2008 though the tenant had requested a move-out condition inspection for that day.

## **Claims and Analysis**

**Rent/loss of rent for December 2008 - \$1,400.** In view of the short notice, the landlord claims and I find that he is entitled to a Monetary Order for the unpaid rent and/or loss of rent for December and this part of the claim is allowed in full.

**Cleaning - \$45.** The landlord claims three hours cleaning at \$15 per hour. The tenant stated that the rental unit was perfectly clean when she left it, and that it had not been so when she moved in. The landlord concurred but stated that he had paid the tenant \$75 to clean when she moved in. The tenant says her labour was paid for but not that of a friend who assisted her, a claim the landlord said he heard for the first time at the hearing. On the basis of photographic evidence submitted by the tenant, I find that the rental unit was generally clean. The landlord stated that he did have to clean under and behind the fridge and stove and some baseboards. I find that the required cleaning was minimal and allow \$25 for this part of the claim.

**Carpet cleaning - \$60.** The rental agreement stated that the landlord and tenant would share the \$100 cost of carpet cleaning at the end of the tenancy. The landlord said the cost had risen to \$120 since the agreement was signed but I find that the tenant owes the \$50 to which she agreed.

**Hydro and Gas - \$55.92.** These utilities had been in the tenant's name and they were transferred to the landlord's name on or about December 10, 2008. The landlord claims \$25.25.92 for hydro to December 29, 2008 and an estimated \$30 for gas to December 29, 2008. I find that, as landlord knew or ought to have known that the tenant did not reside in the rental unit for the period in question, that utilities usage was at the sole discretion of the landlord and he should remain responsible for the cost.

**Filing fee - \$50.** As the landlord's application has succeeded in large, I find that he should recover the filing fee for this proceeding from the tenant.

Thus, including authorization to retain the security deposit in set off, I find that the tenant owes the landlord and amount calculated as follows:

Rent for December 2008	\$1,400.00
Cleaning	25.00
Carpet cleaning	50.00
Filing fee	50.00
Sub total	\$1,525.00
Less retained security deposit	- 700.00
Less interest (March 31, 2008 to date)	- 15.87
<b>TOTAL</b>	<b>\$ 809.13</b>

## Conclusion

Thus, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for \$809.13.

March 6, 2009

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Dispute Resolution Officer