



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 matter dealt with an application by the Landlord for a Monetary Order for unpaid rent and utilities, to keep all or part of a security deposit and to recover the filing fee for this proceeding. The Landlord also sought to recover carpet cleaning costs but did not apply for compensation for damages. I find that this was an oversight and accordingly, the Landlord's application is amended to add this claim to her application

The Landlord served the Tenant on January 14, 2009 by registered mail with a copy of the Application and Notice of Hearing. According to the Canada Post online tracking system, a notification card was left for the Tenant on January 15, 2009, however, she did not pick up the hearing package. I find the Tenant was properly served pursuant to s. 89 of the Act and the hearing proceeded in her absence.

Issue(s) to be Decided

1. Are there arrears of rent and utilities and if so, how much?
2. Is the Landlord entitled to compensation for damages and if so, how much?
3. Is the Landlord entitled to keep all or part of the Tenant's security deposit and pet damage deposit?

Background and Evidence

This tenancy started on January 30, 2007 and ended on December 31, 2008. Rent was \$1,180.00 per month which included utilities. The Tenant paid a security deposit of \$497.50 on January 25, 2007 and a pet damage deposit of \$495.70 on or about March 16, 2007.

The Landlord claimed that the Tenant is in arrears of rent for October, November and December, 2008 in the total amount of \$2,110.75. The Landlord also sought to recover a late payment fee of \$25.00 with respect to September, October, November and December, 2008 and carpet cleaning expenses of \$78.75. In support of her claim, the Landlord provided a statement of account showing an outstanding balance of

\$2,210.75, a copy of the tenancy agreement, a copy of a condition inspection report and an invoice for carpet cleaning dated January 5, 2009 for \$78.75. The Landlord said the carpets were cleaned at the beginning of the tenancy.

Analysis

I find that there are arrears of rent owing in the amount of **\$2,110.75**. I also find that there were late payments of rent for September, October, November and December, 2008 and pursuant to clause 10 of the tenancy agreement, the Landlord is entitled to recover a late payment fee of \$25.00 for each of these months for a total of **\$100.00**.

The condition inspection report shows that at the beginning of the tenancy the carpets in the rental unit were stained and dirty even though the carpets had been cleaned. The invoice for carpet cleaning provided by the Landlord refers to a one bedroom unit. The Landlord claimed this was because only one of the 2 bedrooms in the rental unit contained carpet.

RTB Guideline #1 says that a tenant will generally be held responsible for steam cleaning or shampooing carpets after a tenancy of one year. However, a tenant may be expected to steam clean or shampoo the carpets at the end of a tenancy, regardless of the length of the tenancy, if he or she, or another occupant, has had pets which were not caged or if he or she smoked in the premises.

In the absence of any evidence from the Tenant on this part of the Landlord's claim, I find the Landlord is entitled to recover carpet cleaning expenses of **\$78.75**. I also find that the Landlord is entitled to recover her filing fee of **\$50.00** for this proceeding. I order the Landlord pursuant to s. 38(4), 62(3), and 72 of the Act to keep the Tenant's security deposit and pet damage deposit plus accrued interest in partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as follows:

Rent arrears Nov. 2008:	\$930.75
Rent arrears Dec. 2008:	\$1,180.00
Late Fees:	\$100.00
Carpet Cleaning:	\$78.75
Filing fee:	<u>\$50.00</u>
BALANCE OWING:	\$2,339.50
Less: Security Deposit:	(\$497.50)
Accrued interest:	(\$14.54)
Pet Damage Deposit:	(\$497.50)
Accrued interest:	<u>(\$13.50)</u>
Balance Owing:	\$1,316.46

Conclusion

A Monetary Order in the amount of **\$1,316.46** has been issued to the Landlord and a copy of it must be served on the Tenant. If the amount is not paid by the Tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an Order of that court.