



Dispute Resolution Services

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

Decision

Dispute Codes: MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on February 10, the tenant did not participate in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to a monetary order as requested?

Background and Evidence

The landlords testified that the tenancy began on November 15, 2008. Monthly rent was set at \$1,500.00, payable in advance on the fifteenth day of each month and a security deposit of \$750.00 was collected. The tenancy was a month to month tenancy. The landlords testified that the tenant failed to pay rent on January 15 and on January 20 the tenant was served with a 10-day notice to end tenancy. The tenant vacated the rental unit at the end of January.

The landlords seek to recover unpaid rent for January 15 – February 14, loss of income for February 15 – March 14 as they claim the tenant did not give one month notice that she was vacating and \$236.25 as the cost of cleaning carpets which they claimed the tenant did not clean at the end of the tenancy.

Analysis

I accept the landlords' undisputed testimony that the tenant failed to pay rent for period from January 15 – February 14 and find that the landlords are entitled to recover the rent payable for that period. As the landlords ended the tenancy by serving a 10-day notice to end tenancy, the tenant was not obligated to provide the landlord with notice

that she was vacating and accordingly I deny the landlords' claim for loss of income for February 15 – March 14. As for the claim for carpet cleaning, the tenancy agreement did not provide that the tenant was responsible to clean the carpets regardless of the length of time she resided in the rental unit. Residential Tenancy Policy Guideline 1 provides that tenants are responsible for the cost of cleaning carpets after a tenancy of one year or where the carpet has been stained. The landlords provided no evidence as to the condition of the carpets at the end of the tenancy and I find that the landlords have failed to prove that the carpets required cleaning after a very short tenancy. Accordingly I deny the landlords' claim for the cost of carpet cleaning.

Conclusion

The landlords are awarded \$1,550.00 which represents unpaid rent and recovery of the filing fee paid to bring this application. I order that the landlords retain the \$751.26 security deposit and interest, calculated to the date of this judgment, in partial satisfaction of this claim and I grant the landlords an order for the balance of \$798.74. This order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an order of that Court.

Dated April 15, 2009.