



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession, a Monetary Order to recover unpaid rent and a Monetary Order to recover the filing fee.

Service of the hearing documents was done in accordance with section 89 of the *Act*, and was hand delivered to the tenant on April 16, 2009. Additional evidence was presented within the accepted time frame and these were sent to the tenant by registered mail on May 14, 2009 but have been returned to the landlord by Canada Post as the tenant did not pick them up. The tenant is deemed to have been served with this additional evidence five days after posting. Therefore, this evidence will be considered at today's hearing. At the outset of the hearing the landlord informed me that the tenant has moved out of the rental unit. Therefore, they withdraw their request for an Order of Possession.

I find that the tenant was properly served pursuant to s. 89 of the *Act* with notice of this hearing and the hearing proceeded in the tenants' absence. The agent for the landlord appeared, was provided the opportunity to present their evidence orally, in written form, documentary form and make submissions to me. On the basis of the evidence presented at the hearing I have determined:

### Issues(s) to be Decided

- Are there arrears of rent and if so, how much?
- Are the costs for cleaning the rental unit appropriate?

- Is the landlord entitled to keep all or part of the security deposit?
- Whether the landlord is entitled to a Monetary Order for the cleaning of the suite and carpet replacement?
- Whether the landlord is entitled to a Monetary Order for loss of rent and late fees?
- Whether the landlord is entitled to a Monetary Order to recover the filing fee?

## Background and Evidence

The tenant moved into the rental unit on October 01, 2007. Rent is \$1,025.00 per month payable on the last day of each month. The tenant paid a security deposit of \$456.00 on September 28, 2007. The tenant owed some rent for March, 2009 of \$25.00 and incurred a late fee of \$25.00. The tenant did not pay rent for April, 2009 of \$1,025.00 and has incurred a late fee for this month of \$25.00. The landlord served the tenant with a 10 Day Notice to End Tenancy on April 01, 2009. This was attached to the tenants' door. The tenant moved out of the rental unit on or about April 29, 2009.

The tenant did not leave a forwarding address and the management of the rental unit carried out a move out condition inspection report in the tenants' absence. The landlord testifies that the tenant has left the unit in an unclean state and there was substantial damage done to the carpets throughout the unit with cigarette burns, bleach and grease stains. The landlord has provided photographic evidence and invoices to support their claim as to the condition the unit was left in.

The landlord has had to clean the entire unit and remove garbage at a cost of \$240.00. A new carpet was installed in the unit at a cost of \$1,230.74. The balcony carpet was cleaned of grease, grime, sand and cigarette butts at a cost of \$42.00. The drapes were cleaned from smoke and soiling at a cost of \$42.00. The tenant had left a number of large household items which had to be removed and disposed of at a cost of \$94.50. The tenant did not

return the keys to the unit or mail box. The entry locks had to be re-keyed and the mail box key replaced at a cost of \$54.60. Total costs \$1703.84

### Analysis

Under the *Residential Tenancy Act* s. 32(2) a tenant is responsible to maintain "reasonable health, cleanliness and sanitary standards" throughout the premises. Therefore, the landlord might be required to do extra cleaning to bring the premises to the high standard that they would want for a new tenant. The landlord is not entitled to charge the former tenants for the extra cleaning. In this case it is my decision that the landlords have shown that the tenants failed to meet the "reasonable" standard of cleanliness required and carry out the necessary cleaning to the rental unit as specified on the tenancy agreement. Therefore, I find the landlords are entitled to recover the costs of the cleaning, carpet replacement and garbage and personal belongs removal at a cost of \$1,703.84. The landlords have provided invoices for all items.

The landlord has provided sufficient evidence of the amount of rent owed by the tenant for March and April, 2009 of \$1,050.00. The tenancy agreement stipulates that a landlord is entitled to charge a tenant late fees for rent that is not paid by the given day. As the tenant has been late with the rent for March and April she owes the landlord \$50.00 for two months late fees. Based on this I uphold the landlords application for a Monetary Order. The landlord has requested to retain the tenants' security deposit and any accrued interest in partial payment towards the rent arrears.

As the landlord has been successful with their application I find that they are entitled to recover the filing fee for the cost of this application of \$50.00.

The landlords are entitled to a Monetary Order as follows:

Carpet replacement, cleaning of unit and removal of garbage and belongings	\$1,703.84
Late fees March and April	\$50.00
Filing fee	\$50.00
Less security deposit and accrued interest	(-\$464.64)
<b>Total amount due</b>	<b>\$2,389.20</b>

## Conclusion

A Monetary Order in the amount of **\$2,389.20** has been issued to the landlord and a copy of it must be served on the tenant. If the amount of the order 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.

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: May 22, 2009.

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Dispute Resolution Officer