



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a Monetary Order to recover unpaid rent, a Monetary Order for damages or loss under the *Act*, an Order to keep all or part of the security deposit and a Monetary Order to recover the filing fee.

The landlord served the tenant by registered mail on April 15, 2009 with a copy of the Application and Notice of Hearing. The Canada Post tracking number shows that the tenant was in receipt of the hearing package on April 22, 2009. 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?
- Is the landlord entitled to recover damages?
- Is the landlord entitled to keep all or part of the security deposit and interest?
- Whether the landlord is entitled to a Monetary Order to recover the filing fee?

Background and Evidence

This tenancy started on March 01, 2008 and ended on March 31, 2009. This was a fixed term tenancy until February 28, 2009. Rent was \$950.00 per month payable on the 1st of each month. The tenancy then reverted to a month to month agreement and the rent increased to \$985.00 on March 01, 2009. The tenant paid \$400.00 towards the rent for March and owes \$585.00. The landlord has presented a rental statement showing the rental arrears.

The tenancy agreement states that the tenant must clean the drapes before they move from the rental unit. The landlord states that this was not completed when the tenant moved out. The landlord has presented the move in and move out condition inspection report that states the charge for cleaning the drapes is \$55.00. As the tenant has signed this he has agreed to the terms and conditions of the report.

The landlord has requested to keep the tenants security deposit in partial payment towards the outstanding rent and cleaning of the drapes.

Analysis

In the absence of any evidence from the tenant I find that the tenant owes outstanding rent for March of \$585.00. I also find that as the tenants agreed to clean the drapes at the end of their tenancy that they must reimburse the landlord for this cost of \$55.00.

As the landlord has been successful in this matter he is also entitled to recover the cost of filing his application. The landlord is entitled to keep the tenants security deposit in partial payment towards the rent arrears.



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A Monetary Order will be issued as follows.

Rent arrears for March	\$585.00
Drape cleaning	\$55.00
Filing fee	\$50.00
Less security deposit and accrued interest	\$481.25
Total amount due	\$208.75

Conclusion

A Monetary Order in the amount of **\$208.75** 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: June 09, 2009.

Dispute Resolution Officer