



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 matter dealt with an application by the landlord for a Monetary Order for unpaid rent pursuant to Section 67, for damages to the rental unit pursuant to Section 67 and to recover the filing fee for this proceeding. The landlord also applied to keep all of the security deposit.

Service of the hearing documents was done in accordance with section 89 of the *Act*. They were sent to the tenants by registered mail on April 09, 2009. The tenants received the hearing package on April 19, 2009.

Both parties appeared, gave their testimony, were provided the opportunity to present evidence, make submissions and to cross-examine the other party. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

Issues(s) to be decided

- What damages have been caused to the rental unit?
- Is the landlord entitled to a Monetary Order for damages to the rental unit?
- Are there arrears of rent and if so, how much?
- 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 April 01, 2008. Rent for the unit was \$725.00 per month payable on the 1st of each month. The tenants paid a security deposit of \$362.50 on March 10, 2008. On March 04 the tenant realized that they would be unable to pay their rent and gave the landlord a late Notice to end the tenancy for the last day of March. In this notice they agreed

to be responsible for the rent due to the end of April if the landlord was unable to re-let the unit.

The tenants did not pay rent for March, 2009 and the landlord issued a 10 Day Notice for Unpaid Rent on March 10, 2009. The tenants are also required to pay \$20.00 for late fees. The tenants moved from the property on March 13, 2009. The tenants did not carry out a final clean of the unit and the landlord found other repairs that were the tenant's responsibility. The tenants did not return the keys and the landlords had to replace locks.

The landlord is claiming the following:

Rent for March, 2009	\$725.00
Late fees	\$20.00
Carpet cleaning	\$73.50
General cleaning	\$80.00
Drapes cleaning	\$12.50
Locks and keys	\$63.56
Repairs to wall	\$136.50

The landlord has provided receipts for the cost of the work carried out. The tenant does not dispute the costs for repairs and cleaning but does dispute the rent owed for March as they moved out of the unit on March 13, 2009. The landlord was able to re-rent the unit for April 01, 2009.

Analysis

The tenants gave the landlord a Notice to end tenancy early. In that notice they agreed to move out at the end of March. Despite the fact that the tenants moved out on March 13, 2009 they are required to pay the landlord rent for the whole month of March as stated in their agreement. I find that the landlord has provided sufficient evidence to support their claim. Therefore, I find that the landlord's application is upheld and they are entitled to a Monetary Order. As the landlord has requested to keep the tenants security deposit and



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accrued interest I also uphold this portion of their claim in partial payment towards the damages and 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. A Monetary Order will be issued for the following:

Rent for March, 2009	\$725.00
Late fees	\$20.00
Carpet cleaning	\$73.50
General cleaning	\$80.00
Drapes cleaning	\$12.50
Locks and keys	\$63.56
Repairs to wall	\$136.50
Filing fee	\$50.00
Total	\$1,161.06
Less security deposit	-\$362.50
Less accrued interest	-\$4.41
Total amount due	\$794.15

Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$794.15**. The order must be served on the respondent and is enforceable through the Provincial Court 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 18, 2009.

Dispute Resolution Officer