

Dispute Codes:

MNR

MND

MNSD

MNDC

FF

Introduction

I have been delegated the authority under Section 9.1 of the *Residential Tenancy Act* (the “Act”) to hear this matter and decide the issues.

I reviewed the evidence provided by the Landlord prior to the Hearing. The Landlord gave affirmed evidence and the Hearing proceeded on its merits.

Issues to be Decided

This is the Landlord’s application for a Monetary Order for unpaid rent, damages to the rental unit and compensation for damage or loss under the Act, Regulation or tenancy agreement; to keep the security deposit paid by the Tenant; and to recover the filing fee from the Tenant for the cost of filing the application.

Background and Evidence

Landlord’s testimony and evidence

The Landlord mailed the Tenant the Notice of Hearing documents on April 24, 2009, via registered mail to the address the Tenant left in her mail box at the end of March, 2009. The Landlord provided a copy of the registered mail receipt and tracking number. The Landlord testified that the documents were returned to her, unclaimed.

The rental unit is the lower floor of a house. The Landlord resides in the upper part of the house.

The Tenancy started on December 1, 2008. Monthly rent was \$640.00, due on the last day of each month for the following month. The Tenant paid a security deposit in the amount of \$320.00 on December 14, 2008.

The Landlord gave the Tenant a One Month Notice to End Tenancy for Cause on January 14, 2009. The Tenant moved out of the rental unit sometime in mid-March, 2009. The Landlord is applying for loss of rent for the month of March, in the amount of \$640.00.

Utilities were included in the rent, but there was an addendum to the tenancy agreement that allowed for a charge of \$50.00 per month if the Tenant used an additional heat source. The Tenant used an electric heater in the suite and told the Landlord that he was prepared to pay the extra \$50.00 a month in order to use the heater. The Landlord provided a copy of the Tenancy Agreement and Addendum, signed by both parties. The Landlord is applying for \$150.00 for three months that the Tenant used an extra heater.

The Tenant did not clean the suite or shampoo the carpets before he left. The Landlord spent 5 hours cleaning the stove, defrosting the freezer and cleaning the fridge, and generally cleaning the suite. The Landlord is applying for \$200.00 for the cost of cleaning the suite and shampooing the carpets. The Landlord provided photographs of the freezer, stove top, dirty window sills and dirty front door.

There was another occupant in the suite. The addendum to the tenancy agreement forbids additional occupants. The Landlord is applying for an addition \$300.00 for the extra cost of utilities for the additional occupant.

Analysis

I am satisfied that the Landlord duly served the Tenant with the Notice of Hearing documents pursuant to Section 89(c) of the Act. Service in this manner is deemed to be

effected 5 days after mailing. The Tenant, although duly served, did not attend the conference and the Hearing proceeded in his absence.

Based on the testimony and evidence provided by the Landlord, and in the absence of the Tenant, I find the following:

RE: Security Deposit

The Landlord testified that the Tenant vacated the rental unit in mid-March, 2009. The Landlord testified that she received the Tenant's forwarding address in writing at the end of March, 2009. The Landlord did not stipulate what day in March she received the Tenant's forwarding address, however, she did not file her application against the security deposit until April 22, 2009.

Section 38 of the Act stipulates that unless a tenant agrees in writing that a landlord may retain an amount to pay a liability or obligation of the tenant, within 15 days after the later of the date the tenancy ends and the date the landlord receives the tenant's forwarding address in writing, the landlord **must** repay any security deposit or pet damage deposit to the tenant with interest, or make an application for dispute resolution claiming against the security deposit or pet damage deposit.

Section 38(6) of the Act provides that if a landlord does not return the deposit or file for dispute resolution, the landlord **must** pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

The Landlord did not return the full security deposit, nor did she file an application against the security deposit within 15 days of receiving the Tenant's written notification of his forwarding address. Therefore, the Landlord's application to keep the security deposit is dismissed without leave to reapply and I find that the Tenant is entitled to double the amount of the security deposit retained by the Landlord, together with accrued interest.

RE: Loss of rent for March, 2009

The Tenant vacated the rental unit in mid-March without paying rent to the Landlord for March, 2009. Therefore the Landlord is entitled to compensation for loss of rent for the month of March, 2009, in the amount of \$640.00.

RE: Compensation for the Landlord's costs for cleaning the rental unit

The Landlord provided photographs of the condition of the window sills, stove top, freezer and front door. The Landlord provided a breakdown of the hours she spent cleaning the rental unit. She applied for compensation in the amount of \$100.00 for 5 hours of work, which amounts to \$20.00 per hour. I do not find this to be an excessive hourly rate and allow this portion of the Landlord's claim.

Generally speaking, if a tenant occupies a rental unit for a year, the Landlord can expect that the carpets be shampooed at move-out. The Tenant was only in the rental suite for a period of three months. The Landlord did not provide documentary evidence with respect to the condition of the carpets to indicate that they were in need of shampooing, and therefore I dismiss this portion of the Landlord's claim.

RE: Compensation for additional heat source

The Landlord testified that the Tenant verbally agreed to pay the additional \$50.00 per month for the use of a heater. The addendum to the tenancy agreement, signed by the Tenant, provides for an additional \$50.00 per month if the Tenant used supplementary heat in the rental unit. I therefore allow the Landlord's claim in the amount of \$150.00.

RE: Compensation for additional occupant

The addendum to the tenancy agreement states "no sublet suite or extra person in the house (suite)". The tenancy agreement does not name a tenant other than the Tenant. However, the addendum also states "in case of breakup between you guys I still entitled for the rent". I therefore find that the Landlord was aware that the other occupant was going to reside in the suite at the time the tenancy agreement was signed. In any event, there is no provision in the tenancy agreement for additional rent for additional occupants in the amount of \$100.00 per month. I therefore dismiss this portion of the Landlord's claim.

RE: Recovery of the filing fee

The Landlord has been partially successful in her application and is entitled to recover the cost of the filing fee from the Tenant.

Monetary Award

The Landlord has established a monetary claim, as follows:

Cleaning the rental unit	\$100.00
Loss of rent for the month of March, 2009	\$640.00
Compensation for additional heat source	\$150.00
Filing fee	50.00
Less double the security deposit due to the Tenant	-\$640.00
Less accrued interest on \$320.00 security deposit	-\$24
TOTAL AMOUNT DUE TO THE LANDLORD	\$299.76

Conclusion

I HEREBY FIND in favor of the Landlord's monetary claim in the amount of \$299.76 against the Tenant. The monetary Order must be served on the Tenant and may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an order of that Court.

Dated: July 31, 2009.
