



# 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 to obtain a Monetary Order for unpaid rent and to recover costs of damage to the rental unit, an Order to keep all or part of the security deposit and to recover the cost of the filing fee.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on June 23, 2009. Mail receipt numbers were provided in the landlord's documentary evidence. This shows the tenant collected the package on June 2, 2009.

The landlord's agent appeared, gave affirmed testimony, was provided the opportunity to present his evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

### Issues(s) to be Decided

- Are there arrears of rent and if so, how much?
- Is the landlord entitled to a Monetary Order to cover the additional costs for repair to damages and cleaning of the rental unit?
- Is the landlord entitled to retain the tenants' security deposit?
- Is the landlord entitled to recover filing fees from the tenant for the cost of the application?

### Background and Evidence

This tenancy started on January 01, 2009 and ended on June 15, 2009. This was a fixed term tenancy to end on December 31, 2009. Rent for this unit was \$900.00 per month due on the 1<sup>st</sup> of each month. The tenant paid a security deposit of \$450.00 on December 18, 2008.

The tenant did not pay rent for June, 2009 and on June 02 the landlord served the tenant with a 10 Day Notice to End Tenancy for unpaid rent. This was posted on the tenants' door and was deemed to have been served three days after posting. The tenant had five days to either pay the outstanding rent or apply for Dispute Resolution or the tenancy would end on June 15, 2009. The tenant did not pay the outstanding rent or dispute the Notice within five days. The tenant moved from the rental unit on June 15, 2009. The tenant contacted the landlords' agent by phone to inform him that she had moved her belongings out of the unit and would not be returning. The landlord applied for Dispute Resolution on June 19, 2009.

On inspection of the rental unit the landlords' agent testifies that the tenant had not cleaned the unit and had left a significant amount of damage. The landlord had to have the carpets cleaned several times as they were very dirty and had dog feces on them, The drapes required cleaning, The walls and ceiling needed to be repainted, a substantial amount of rubbish had to be removed including garbage bags a broken couch and futon couch, cleaners spent 12 hours cleaning at a rate of \$15.00 per hour. The tenant did not return all the keys and as a consequence the landlord has replaced the lock on the unit door and mailbox and has charged the tenant for a new building key. The landlord has repaired a dry wall section as this was damaged and replaced two damaged door knobs. The landlord has submitted the move in and moves out condition inspection reports. The tenant did not attend the move out inspection as she had abandoned the unit.

The landlords' agent states that the tenant has breached a term of the tenancy by keeping a pet in the unit and has incurred a cost of \$50.00 for this infringement as agreed on the amendment to the tenancy agreement. The tenancy agreement has a clause which states late fees of \$25.00 will be charged if tenant pays rent late. The landlord has re-rented the unit for July 01, 2009 and has withdrawn their claim for loss of revenue for this month.

## Analysis

The tenant did not appear at the hearing, despite having been sent a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I find that the landlord is entitled to

recover rent arrears for June, 2009 of \$900.00 plus a late fee of \$25.00 pursuant to section 67 of the Act.

The landlord has incurred costs for cleaning and repairing the rental unit of \$1495.00. this consists of carpet cleaning \$185.00, Cleaning drapes, \$80.00, Repainting unit, \$300.00, Cleaning the unit \$180.00 Removal of rubbish \$600.00, repairs to the dry wall \$100.00. Replacement of two door knobs \$50.00. The landlord has provided evidence of the damage and cleaning required in the rental unit and invoices for the work carried out. Section 32 (2) and (3) states:

## **Landlord and tenant obligations to repair and maintain**

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(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

(3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

(4) A tenant is not required to make repairs for reasonable wear and tear.

The landlords' evidence and testimony show the tenant has not complied with this section of the act. She has caused damage to the unit and has not maintained reasonable health, cleanliness and sanitary standards throughout the rental unit.

The Residential Tenancy Regulations state that a tenant may be expected to steam clean or shampoo carpets at the end of a tenancy, regardless of the length of tenancy, if she has had a pet which is not caged.

Due to the above I **order** the landlord pursuant to s. 38(4) of the Act to keep the tenant's security deposit in partial payment of the damages and issue a Monetary Order for the remainder of the cost of cleaning and repair of the damages. The tenancy agreement also states that the landlord can make additional charges to the tenant for keeping a pet without

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written permission to the amount of \$50.00. As the tenant has kept a pet in the rental unit I find that the landlord can charge the tenant this amount. The tenant did not return the keys and the landlord has incurred additional costs in replacing these and the lock on the unit door and mail box to an amount of \$112.50. I also find the landlord is entitled to recover this cost.

As the landlord has been successful in this matter, they are also entitled to recover the \$50.00 filing fee for this proceeding pursuant to s. 72(1) of the *Act*.

The landlord will receive a Monetary Order for the balance owing as follows:

Rent arrears and late fees June 2009	\$925.00
Key and lock replacement	\$112.50
Unauthorized pet charges	\$50.00
Filing fee	\$50.00
Subtotal	\$2632.50
Less security deposit and accrued interest	(-\$450.26)
Total amount due to the landlord	<b>\$2,182.24</b>

### 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 **\$2,182.24**. 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: August 04, 2009.

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Dispute Resolution Officer