



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNR, MND, MNSD, FF

### Introduction

This matter dealt with an application by the Landlord for a monetary order for unpaid rent, for compensation for damages to the rental unit and to recover the filing fee for this proceeding. The Landlord also applied to keep the Tenant's security deposit in partial satisfaction of any monetary award.

The Landlord served the Tenant with the Application and Notice of Hearing by registered mail on or about June 3, 2009. According to the Canada Post online tracking system, the Tenant received the hearing package on June 10, 2009. I find that the Tenant was served as required by s. 89 of the Act and the hearing proceeded in his absence.

### Issues(s) to be Decided

1. Are there arrears of rent and if so, how much?
2. Is the Landlord entitled to compensation for damages to the rental unit and if so, how much?
3. Is the Landlord entitled to keep the Tenant's security deposit?

### Background and Evidence

This fixed term tenancy started on February 1, 2008 and was to expire on July 31, 2009, however it ended on March 31, 2009 when the Tenant moved out. Rent was \$3,450.00 for the last 6 months of the tenancy, however, the Parties agreed to reduce the rent to \$2,500.00 for January, February and March 2009. The Tenant paid a security deposit of \$1,675.00 on January 31, 2008.

The Landlord said the Tenant has rent arrears for March 2009 in the amount of \$2,500.00. The Landlord also said that at the end of the tenancy, the Tenant gave his written consent (on the move out condition inspection report) to pay for carpet cleaning, general cleaning and repairs to a wall and a bi-fold closet door.



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## Analysis

In the absence of any evidence from the Tenant to the contrary, I find that the Landlord is entitled to recover \$2,500.00 for unpaid rent for March 2009.

Section 37 of the Act says that at the end of a tenancy, the Tenant must leave the rental unit clean and undamaged except for reasonable wear and tear. In the absence of any evidence from the Tenant to the contrary, I find that the Landlord is entitled to recover expenses for carpet cleaning, general cleaning and repairs. As the Landlord has been successful in this matter, I also find that she is entitled to recover the filing fee for this proceeding.

I order the Landlord pursuant to s. 38(4) of the Act to keep the Tenant's security deposit plus accrued interest in partial satisfaction of the damage award. The Landlord will receive a monetary order for the balance owing as follows:

Unpaid rent:	\$2,500.00
Carpet cleaning:	\$157.50
General cleaning:	\$302.50
Repairs:	\$220.00
Supplies:	\$45.00
Filing fee:	<u>\$50.00</u>
Subtotal:	\$3,275.00
Less: Security deposit:	(\$1,675.00)
Accrued interest:	<u>(\$24.51)</u>
Balance owing:	\$1,575.49

## Conclusion

A monetary order in the amount of **\$1,575.49** has been issued to the Landlord and a copy of it must be served on the Tenant. If the amount 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: September 10, 2009.

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Dispute Resolution Officer