

## **DECISION**

Dispute Codes      MNR, MNDC, MNSD, MND, FF

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, seeking orders for monetary compensation for damage to the unit, unpaid rent, to keep all or part of the security deposit, and to recover the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

### Issues(s) to be Decided

Is the Landlord entitled to the monetary relief sought?

### Background and Evidence

The parties entered into a written tenancy agreement on January 29, 2009. The tenancy started on February 1, 2009, with a monthly rent of \$1,200.00 and the Landlord receiving a \$600.00 security deposit in March of 2009.

There were instances where the Tenant was late paying rent to the Landlord, for a variety of reasons.

In May of 2009, the Tenant informed the Landlord she had lost funding for her education and could not afford the rent. She began moving out towards the end of May and was finished moving by June 10, 2009.

The Landlord issued the Tenant a 10 day Notice to End Tenancy in early June when the rent was not paid. The Landlord claims the Tenant left the rental unit without being reasonably clean, did not shampoo the carpets and there were some crayon marks and scuffs on the walls which required fixing and painting. The Landlord claims \$1,200.00 in rent for June, \$300.00 for cleaning, and \$200.00 for painting.

The Tenant claims she left the unit cleaner than when she moved in, although she did agree that there were garbage bags and other items left behind. She felt the Landlord could easily remove these with his truck. She testified that a former boyfriend had used a carpet cleaner to do the rugs while she was living there, but she did not get a receipt. She acknowledged she understood the Landlord he could keep the security deposit.

### Analysis

Based on the foregoing, the testimony and evidence, and on a balance of probabilities, I find as follows:

I find the Tenant breached the Act by failing to pay the June rent when it was due. I award the Landlord one month of rent.

I find that the Landlord has proven he is entitled to most of the monetary relief sought, however, some of the claimed amounts have been reduced.

I find the Landlord failed to prove the damages to the walls were caused by the Tenant, as there was insufficient evidence to show the condition of these prior to this Tenant occupying the unit.

I find the Tenant was required to pay for carpet cleaning at the end of the tenancy, as a term of the tenancy agreement. I further find the Tenant failed to remove garbage from the property and did not perform some of the cleaning required. I award the Landlord \$250.00 for this.

I find that the Landlord has established a total monetary claim of **\$1,500.00** comprised of \$1,200.00 for rent for one month, \$250.00 for carpet and general cleaning and garbage removal and the \$50.00 fee paid by the Landlord for this application.

I order that the Landlord may retain the deposit of **\$600.00** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$900.00**

This order may be filed in the Provincial Court (Small Claims) 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: October 08, 2009.

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Dispute Resolution Officer