



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to obtain a Monetary Order for unpaid rent, an Order to keep all or part of the security deposit and to recover the cost of the filing fee. At the outset the landlord informed me the tenant has moved out and therefore he withdraws his application for an Order of Possession

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, given in person to the tenant on September 05, 2009.

The landlord 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 keep all or part of the security deposit and interest for his additional costs to clean the unit and carpet?
- Whether the landlord is entitled to a Monetary Order to recover the filing fee?

Background and Evidence

This tenancy started on February 01, 2009. At this time the tenant was employed by the landlord as an assistant manager and his rent was \$550.00 per month. In July, 2009 the

Residential Tenancy Branch
Ministry of Housing and Social Development

landlord terminated the tenants' employment. The tenant requested to remain as a tenant and a new tenancy agreement was put in place on July 01 when the tenant transferred to a different suite. The rent increased to \$725.00 per month. The tenant paid a security deposit of \$275.00 on February 01, 2009. The landlord states that a move in condition inspection was completed and the tenant left the rental unit on or about September 18, 2009 without providing the landlord with his forwarding address. Therefore, the landlord completed a move out condition inspection in the tenants' absence.

The landlord testifies that there were no damages but the unit and carpets had not been cleaned. The landlord seeks to retain the tenants' security deposit to cover these additional cleaning costs. The landlord also seeks to recover an amount of \$87.50 overdue for the additional security deposit owed when the tenant transferred between suites.

The tenant paid rent under the new agreement in July 2009 but did not pay rent for August, 2009. The landlord issued a 10 Day Notice to End the Tenancy for unpaid rent on August 02, 2009. This was left in the tenants' mailbox and was deemed to have been served three days after posting. The tenant had five days to either pay the outstanding rent, apply for Dispute Resolution or the tenancy would end on August 15, 2009. The tenant did not pay the outstanding rent or dispute the Notice within five days. Since that time the tenant has not paid rent for September, 2009. The tenant also owes late fees for these months. The tenancy agreement contains a clause which states that a landlord can charge a tenant a late fee of \$25.00 for each month rent is not paid by the due date.

Analysis

The tenant did not appear at the hearing, despite having been given 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 August and September, 2009 of \$1,450.00 and \$50.00 in late fees. I also find the landlord has incurred additional costs for cleaning the suite (\$209.00) and for carpet cleaning (\$99.75). I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's security deposit in partial payment of these additional cleaning costs. I find the landlord is not

Residential Tenancy Branch
Ministry of Housing and Social Development

entitled to recover \$87.50 for the additional security deposit as the tenant had 30 days to pay this amount at the outset of the new agreement and failed to do so. The landlord did not enforce this payment at that time. If the landlord had enforced this payment the amount would have been deducted from the balance owing the landlord at this hearing.

As the landlord has been largely successful in this matter, he is 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 for August and September, 2009	\$1,450.00
Carpet cleaning and unit cleaning	\$308.75
Filing fee	\$50.00
Less security deposit	(-\$275.00)
Total amount due to the landlord	\$1,583.75

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 **\$1,583.75**. 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: October 21, 2009.

Dispute Resolution Officer