

## **DECISION**

Dispute Codes MNR, MND, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for unpaid rent, damage to the rental unit and to recover the filing fee for the Application.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail, sent on September 23, 2009, and deemed under the Act to be received five days later, the Tenant did not appear. I find the Tenant has been served in accordance with the Act.

The Agent for the Landlord appeared, gave affirmed testimony and was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

### Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

### Background and Evidence

On September 6, 2007, the Tenant was served with a 10 day Notice to End Tenancy for \$326.00 in unpaid September rent.

The Tenant vacated the property, however, she did not pay the rent for September of 2007, nor did she clean the carpets or complete the cleaning of the rental unit as required under the Act and tenancy agreement. The Landlord claims \$66.25 for carpet cleaning and \$70.00 to complete the cleaning of the rental unit.

The tenancy ended on September 30, 2007, and the Landlord filed this claim on September 21, 2009, which is within the two year statutory time limit to apply.

The Landlord made a written demand for payment from the Tenant on or about November 18, 2008. Nevertheless, the Tenant has not paid the Landlord the outstanding amount.

Analysis

Based on the foregoing, the testimony and evidence, and on a balance of probabilities, I find that the Tenant has breached the Act and tenancy agreement by failing to pay rent and by not cleaning the rental unit at the end of the tenancy.

I find that the Landlord has suffered a loss of **\$462.25**, comprised of \$326.00 in unpaid rent, \$66.25 in carpet cleaning and \$70.00 for cleaning the rental unit.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find that the Landlord has established a total monetary claim of **\$512.25** comprised of the above described amounts and the \$50.00 fee paid for this application, and I grant the Landlord an order under section 67 in those terms.

The Tenant must be served with a copy of the Decision and Order and if she fails to pay these amounts, 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: January 20, 2010.

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Dispute Resolution Officer