

DECISION

Dispute Codes MNR, MND, MNSD, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a Monetary Order for unpaid rent, for damage to the rental unit and for money owed or compensation for damage or loss under the Residential Tenancy Act (Act), Regulation or tenancy agreement, 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 January 15, 2010 and an amended copy of the application and evidence was sent to the tenant on March 02, 2010 by registered mail. Mail receipt numbers were provided in the landlord's documentary evidence. The tenant was deemed to be served the hearing documents on January 20, 2010 and the amended application and evidence on March 07, 2010, the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlords agent appeared, gave affirmed testimony, was provided the opportunity to present her 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

- Is the landlord entitled to a Monetary Order to recover unpaid rent?
- Is the landlord entitled to a Monetary Order for damage to the rental unit?
- Is the landlord entitled to money owed or compensation for damage or loss?

- Is the landlord entitled to keep all or part of the security deposit and pet damage deposit?

Background and Evidence

This fixed term tenancy started on March 01, 2009 with an expiry date of February 28, 2010. The rent for this unit was \$1,300.00 per month and was due on the first of each month. The tenant paid a security deposit of \$650.00 and a pet damage deposit of \$200.00 on February 17, 2009.

The landlord testifies that the tenant gave notice to end the tenancy in writing dated December 01, 2009 with an effective date to end tenancy of January 01, 2009. The landlord states that the tenancy agreement specifies that a tenant must give a least one months notice on a date that is the day before the day that rent is due. The tenancy agreement also states that if a tenant elects to end the tenancy before the end of the fixed term then liquefied damages of \$300.00 will be charged to the tenant.

The landlord testifies the tenant kept a dog at the unit and did not clean the carpets at the end of the tenancy. A charge for this has been applied of \$73.50. The landlord also claims the tenant did not clean the unit at the end of the tenancy and a charge has been applied for cleaning the unit of \$84.00.

The landlord testifies that the tenant painted the unit a dark grey colour during his tenancy. The tenant was supposed to return the unit to its original colour of white at the end of the tenancy but failed to so. The landlord is claiming the amount of \$551.25 to repaint the unit.

The tenant signed an agreement allowing the landlord to deduct the cost of carpet cleaning and a partial agreement for cleaning costs. He also agreed that the landlord could deduct \$300.00 for breaking the lease from the security deposit. The tenant did not agree to pay the final month's rent or the painting charges.

The landlord has provided the following documentation:

Invoices for the carpet cleaning and unit cleaning

Move in and Move out condition inspection reports

Evidence of advertisements to re-rent the unit

Tenants Notice

Tenants' agreement for landlord to deduct some charges from security and pet damage deposits.

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 tenant did not provide written notice to end the tenancy on the day before the day in the month that rent is due. As rent is due on the first day of each month the latest the tenant should have given the landlord notice to end the tenancy should have been November 30, 2009, consequently the landlord is entitled to recover **\$1,300.00** in rent for January, 2010. I also find the tenancy agreement states that the tenant must pay the landlord \$300.00 in liquidated damages if he breaks the lease before the end of the fixed term. As the term was due to end on February 28, 2010 I find the landlord is entitled to recover **\$300.00** from the tenant pursuant to s.67 of the *Act*.

I find the tenant did not clean the carpets at the end of the tenancy and did agree the landlord may deduct the amount for cleaning the carpets from his security deposit. Consequently, I find the tenant did agree that the landlord may keep **\$73.50** from the tenants security deposit pursuant to section 38 (4)(a) of the *Act*.

I find the landlord has established that the tenant did not clean the rental unit thoroughly at the end of his tenancy. Consequently I find the landlord is entitled to recover the sum of **\$84.00** for the costs incurred in cleaning the stove, oven, hood fan, washroom, baseboards, window tracks and re-hang curtains.

I find the landlord has established by the Move in and Move out condition inspection reports, that the tenant painted the unit. The landlord has incurred costs to repaint the unit. I find the tenancy agreement #15(m) states that a tenant must not paint the rental unit without the written permission of the landlord. In this instance the tenant did paint the rental unit and should have returned the paint to its original color at the end of his tenancy. As the tenant failed to do this I find the landlord is entitled to recover the cost of repainting the unit of **\$551.25** pursuant to section 67 of the *Act*.

I Order the landlord to keep the tenants security deposit of \$650.00 and pet damage deposit of \$200.00 in partial satisfaction of their claim of \$2,358.75 pursuant to section 38(4)(b) of the *Act*. As the landlord has been successful with their claim I find they are entitled to recover the \$50.00 filing fee from the tenant pursuant to section 72(1) of the *Act*. A Monetary Order has been issued for the following amount:

Outstanding rent for January, 2010	\$1,300.00
Carpet cleaning	\$73.50
General cleaning	\$84.00
Repainting unit	\$551.25
Filing fee	\$50.00
Subtotal	\$2,358.75
Less security and pet damage deposits	(-\$850.00)
Total amount due to the landlord	1,508.75

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 **\$1,508.75**. 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: March 15, 2010.

Dispute Resolution Officer