

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing was convened by way of conference call to deal with the landlord's application for a monetary order for damage to the unit, site or property; for unpaid rent or utilities; for an order to keep all or part of the security deposit; and to recover the filing fee from the tenants for the cost of this application.

Despite each tenant being served by registered mail with the Application for Dispute Resolution and notice of hearing documents on February 18, 2010, the tenants did not attend the hearing.

Issues(s) to be Decided

Is the landlord entitled to a monetary order for damage to the unit, site or property?

Is the landlord entitled to a monetary order for unpaid rent or utilities?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

This month-to-month tenancy began on June 1, 2009 and ended on January 31, 2010. Rent in the amount of \$700.00 was payable on the 1st day of each month, and on June 7, 2009 the tenants paid a security deposit in the amount of \$350.00.

The landlord's agent testified that the tenants had provided notice to end the tenancy on January 4, 2010, and vacated the unit on January 31, 2010, and is therefore claiming unpaid rent for the month of February, 2010. The tenants provided their forwarding address in writing on January 31, 2010.

The landlord's agent also testified that the general cleanliness of the unit was fine after the tenants had vacated, with the exception of carpet cleaning and blind replacements.

A receipt for carpet cleaning was provided in advance of the hearing in the amount of \$89.25, which contains the address and unit number of the Dispute Address listed on the Landlord's Application for Dispute Resolution. The agent also provided a copy of a receipt from The Home Depot in the amount of \$141.02 which she testified is for replacing damaged blinds in the unit. The total claim for damages is \$230.27.

The landlord provided a move-in/move-out condition inspection report which shows that the tenants agreed that carpet cleaning was required at an approximate cost of \$160.00 and 3 sets of blinds with an approximate replacement cost of \$35.00 to \$40.00 each.

Analysis

The Residential Tenancy Act states that:

45 (1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that

(a) Is not earlier than one month after the date the landlord receives the notice,
and

(b) Is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

I accept the evidence of the landlord's agent that the tenants gave notice to vacate the rented unit on the 4th of January, 2010 and are, therefore obligated to pay the rent for the month of February, 2010. I find that the landlord has established a claim for \$700.00 in unpaid rent.

As for the monetary order with respect to damages, I find that the landlord has established a claim for \$230.27. The landlord is also entitled to recovery of the \$50.00 filing fee.

Conclusion

I grant a monetary order in favor of the landlord in the amount of \$930.27, plus the \$50.00 filing fee. I further order that the landlord retain the deposit and interest of \$350.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$630.27. This order may be filed in the Small Claims Court 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: May 07, 2010.

Dispute Resolution Officer