

DECISION

Dispute Codes:

MNDC, MNSD, FF

Introduction

This was a cross-Application hearing.

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has made application for compensation for unpaid rent, to retain all or part of the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The tenant made Application for return of the deposit paid.

The tenant did not attend the hearing.

The agent for the landlord stated that on January 14, 2010, copies of the Application for Dispute Resolution and Notice of Hearing were sent to the tenant by registered mail. A Canada Post tracking number was provided as evidence of service to the tenant at the address provided on her Application previously served to the landlord.

These documents are deemed to have been served in accordance with section 89 of the *Act*; however the tenant did not appear at the hearing.

Issue(s) to be Decided

Is the landlord entitled to compensation for damage or loss?

May the landlord retain the deposit paid?

Is the landlord entitled to filing fee costs?

Background and Evidence

The tenancy agreement required the tenant to pay monthly rent of \$800.00. The tenant paid a security deposit of \$400.00 on September 15, 2008.

The tenant was to move out on October 31, 2010. The landlord left messages on 2 of the tenants' phones 5 days prior to the end of tenancy, in order to arrange a move-out condition inspection. The landlord attended at the rental unit on October 31, 2009 and

the tenant was not prepared to move out. The tenant was given the weekend to move out and agreed to contact the landlord on November 2, 2009, in order to provide the landlord the keys and to complete the inspection.

The landlord went to the rental unit on November 1, 2009, and it was not clear if the tenant had completely moved out. The tenant did not contact the landlord until mid-November.

The landlord provided a copy of a move-in condition inspection signed at the start of the tenancy and a move-out inspection completed in the absence of the tenant.

The move-in inspection is signed by the tenant and an addendum to the tenancy agreement indicates that the tenant must have the carpets cleaned at the end of a tenancy.

The landlord supplied a copy of a carpet cleaning bill in the sum of \$210.00; the landlord paid an additional \$100.00 for stains that had to be re-cleaned but is not claiming this additional cost. Evidence in the tenant's Application indicated that the stains were present at the start of the tenancy and these are indicated on the move-in inspection report.

The landlord is claiming cleaning costs, cleaning supply costs and light bulb replacement in the sum of \$215.78 and supplied an invoice in that amount. The rental unit required 7.5 hours of cleaning, supported by the condition inspection and a termination of tenancy checklist completed by the landlord.

The carpet cleaning invoice indicates that basic cleaning cost \$150.00, "extra, extra dirty" costs of \$50.00 and a note that some stains would need to be redone at a cost of \$100.00. The invoice included costs for cleaning and the extra cleaning costs totalling \$200.00 plus tax.

Analysis

Section 37 of the Act requires a tenant to leave a rental unit in a reasonably clean state. In the absence of the tenant at this hearing and any evidence to the contrary, I find, pursuant to section 67 of the Act, that the landlord is entitled to compensation for cleaning, carpet cleaning, light bulb replacement and cleaning supplies in the sum of \$425.78 based upon the receipts submitted as evidence.

I find that the landlord's application has merit, and I find that the landlord is entitled to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

As the tenant did not attend the hearing in support of her Application, I find that her Application is dismissed.

I find that the landlord is entitled to retain the tenant's security deposit plus interest, in the amount of \$400.00, in partial satisfaction of the monetary claim.

Conclusion

I find that the landlord has established a monetary claim, in the amount of \$475.78, which is comprised of \$425.78 in damages and \$50.00 in compensation for the filing fee paid by the landlord for this Application for Dispute Resolution.

The landlord will be retaining the tenant's security deposit plus interest, in the amount of \$400.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the landlord a monetary Order for the balance of \$75.78. In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

The tenant's Application is dismissed.

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: June 1, 2010.

Dispute Resolution Officer