

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution for a monetary order.

The hearing was conducted via teleconference and was attended by the landlord only. The tenants did not attend.

The landlord provided written confirmation that notice of hearing documents were served on the tenants via registered mail on May 11, 2010. I am satisfied the landlord has sufficiently served the tenants with the notice of hearing.

This matter was originally adjudicated through the Direct Request process, however, there were questions regarding the application that required a participatory hearing.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for liquidated damages; for the cost of cleaning; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to sections 38, 46, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of a Certificate of Service of the Notice of Hearing and amended application for the tenants;
- A copy of a residential tenancy agreement which was signed by the parties on December 6, 2009 for a 1 year fixed term tenancy beginning on January 1, 2010 for the monthly rent of \$1,200.00 due on the 1st of the month and a security deposit of \$600.00 was paid; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on April 19, 2010 with an effective vacancy date of April 29, 2010 due to \$1,240.00 in unpaid rent, including \$20.00 for parking and \$20.00 for a storage locker.

Documentary evidence filed by the landlord indicates that the tenants failed to pay the full rent owed for the month of April 2010 and that the tenants were served a 10 Day Notice to End Tenancy for Unpaid Rent personally to the tenant on April 19, 2010.

The Notice states that the tenants had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenants did not apply to dispute the Notice to End Tenancy within five days.

The landlord testified the tenants had a small child and there were many stains on the carpets and drapes. The landlord's claim is outlined in the following table:

Description	Amount
Carpet Cleaning	\$63.00
Drape Cleaning	\$76.05
Liquidated damages, as per the tenancy agreement	\$300.00
Outstanding rent	\$1,200.00
Storage locker/Parking Fees	\$40.00
Insufficient Funds Administrative fee, as per the tenancy agreement	\$25.00
Total	\$1,704.05

Analysis

I have reviewed all documentary evidence and accept that the tenants have been served with notice to end tenancy as declared by the landlord. The notice is deemed to have been received by the tenants on April 19, 2010 and the effective date of the notice was April 29, 2010. I accept the evidence before me that the tenants failed to pay the rent owed in full within the 5 days granted under section 46 (4) of the *Act*.

Based on the foregoing, I find that the tenants are conclusively presumed under section 46(5) of the *Act* to have accepted that the tenancy ended on the effective date of the Notice. The landlord has also confirmed the tenants moved out of the rental unit.

I accept the landlord's claim for the administrative fees, outstanding rent and liquidated damages. As to the claim for fees related to storage locker and parking fees, I find these charges were outside of the tenancy agreement and I dismiss this portion of the landlord's application.

Section 37 of the *Act* requires the tenant to leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. I find that despite this tenancy being such a short term and based on the landlord's testimony noting stains on the carpet and drapes, the tenant is responsible for cleaning these items prior to ending the tenancy.

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,714.05** comprised of \$1,664.05 rent owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$600.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1,114.05**. This order must be served on the tenants and 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: June 28, 2010.

Dispute Resolution Officer