

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF, O

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for orders as follows:

1. a monetary order for unpaid rent or loss under the Act, and compensation for damage to the rental premises pursuant to section 67;
2. an Order to be allowed to keep all or part of the security and pet deposits pursuant to section 38; and
3. to recover the filing fee from the landlord for the cost of this application pursuant to section 72.

The tenant did not appear. The landlord was given full opportunity to be heard, to present evidence and to make submissions. The landlord provided evidence that she sent the tenant the Application for Dispute Resolution hearing package by registered mail on May 26, 2010. She provided a Canada Post tracking number confirming this action and noted that it was returned by Canada Post as undeliverable. I accept that the tenant was duly served with the Application for Dispute Resolution hearing package.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent, damage to the rental premises and recovery of the filing fee for this application? Is the landlord entitled to retain the tenant's security deposit?

Background and Evidence

The landlord gave evidence that the tenant signed a one-year fixed term tenancy agreement on July 1, 2009. The lease was to expire on June 30, 2010. Rent was set at \$695.00 per month. The landlord said that she continues to hold the tenant's \$347.50

security deposit and the \$100.00 pet deposit. She said that the tenant made these payments on June 3, 2009.

The landlord testified that the tenant vacated the premises by May 4, 2010. She did so after she discontinued paying her rent in May 2010. The landlord said that she attempted to mitigate the tenant's rental loss for May and June 2010 by advertising the premises on four rental websites. She said that she was unable to rent the premises for any portion of May or June 2010. The landlord requested recovery of the lost rent for both of these months, noting that the fixed term tenancy was scheduled for termination on June 30, 2010.

The landlord also provided evidence that she placed two calls to the tenant to arrange a joint move-out condition inspection. The tenant did not attend the scheduled May 4, 2010 condition inspection and the landlord conducted this inspection herself. The landlord provided evidence regarding this inspection, noting that there was considerable damage caused by a number of dogs living on the rental premises. She said that the tenant was allowed to keep one small dog on the premises, but kept a number of other dogs on the premises without the landlord's permission. The landlord testified that the move-in condition inspection report conducted with the tenant confirmed that the premises were not damaged when the tenant commenced her lease in July 2009. The landlord testified that an external cleaning company charged \$150.00 to clean the rental premises. The landlord also gave evidence that a carpet cleaning company charged \$168.00 to steam clean the carpets as a result of damage caused by the tenant. The landlord asked for reimbursement of these expenses, noting that the landlord had not charged for other damage attributed to the tenant.

Analysis

I find that the tenant is responsible for unpaid rent for May and June 2010. I accept the landlord's evidence that she attempted to mitigate the tenant's responsibility for rent for

these months, but was unable to do so. I grant the landlord a monetary award of \$695.00 for each of these months.

I accept that the landlord did incur cleaning and steam-cleaning costs that resulted from the tenant's actions. I grant the landlord a monetary award to recover these costs.

I authorize the landlord to retain the tenant's security and pet deposits plus interest in order to partially satisfy this monetary order. No interest is payable over this period. As the landlord has been successful in her application, the monetary order set out below includes an allowance for the landlord's recovery of the filing fee for this application.

Conclusion

I make a monetary order in favour of the landlord as follows:

Rental Arrears for May 2010	\$695.00
Rental Loss for June 2010	695.00
Cleaning	150.00
Steam Cleaning	168.00
Less Security Deposit	-347.50
Less Pet Deposit	-100.00
Recovery of Filing Fee for this application	50.00
Total Monetary Award	\$1,310.50

The landlord is provided with formal Orders in the above terms. Should the tenant(s) fail to comply with these Orders, these Orders may be filed and enforced as Orders of the Provincial Court of British Columbia.

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*.