



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MND, MNR, MNSD, FF

Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for a monetary Order for unpaid rent and damage to the rental unit, 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 Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Tenant via registered mail at the service address noted on the Application, on April 15, 2010. A Canada Post receipt was submitted that corroborates that statement. These documents are deemed to have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Tenant did not appear at the hearing.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a monetary Order for unpaid rent and for cleaning the rental unit; to keep all or part of the security deposit; and to recover the filing fee from the Tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The Landlord stated that this tenancy began on December 01, 2009; that the tenancy ended on March 27, 2010; that the Tenant was required to pay monthly rent of \$750.00 on the first day of each month; and that the Tenant paid a security deposit of \$375.00.

The Landlord stated that the Tenant only paid \$600.00 in rent for March of 2010, and that she still owes \$150.00 in rent.

The Landlord stated that the floors in the rental unit were not cleaned at the end of the tenancy; that the bathroom was not properly cleaned at the end of the tenancy; and that the kitchen appliances were not properly cleaned at the end of the tenancy. The

Landlord submitted photographs that corroborate cleaning was required at the end of the tenancy. The Landlord stated that she spent two hours cleaning the rental unit, for which she is seeking compensation in the amount of \$50.00.

Analysis

I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$750.00 on the first day of each month. Section 26(1) of the *Act* requires tenants to pay rent to their landlord.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant did not pay \$150.00 in rent that was due on March 01, 2010. As she is required to pay rent pursuant to section 26(1) of the *Act*, I find that the Tenant must pay \$150.00 in outstanding rent to the Landlord.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to leave the rental unit in reasonably clean condition at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*, which in these circumstances is \$50.00. I find that this amount is reasonable, based on the photographs that were submitted in evidence.

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

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$250.00, which is comprised of \$150.00 in unpaid rent; \$50.00 for cleaning; and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution.

Pursuant to section 72(2) of the *Act*, I hereby authorize the Landlord to retain \$250.00 from the Tenant's security deposit. The Landlord remains obligated to return the remaining portion of the security deposit, which is \$125.00.

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: August 10, 2010.

Dispute Resolution Officer