



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to obtain a Monetary Order for unpaid rent, an Order to keep all or part of the security deposit and to recover the cost of the filing fee.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on April 20, 2010. Mail receipt numbers were provided by the landlords' agent. The tenant was deemed to be served the hearing documents on April 25, 2010, the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlords' agent appeared, gave affirmed testimony, was provided the opportunity to present her evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*.

All of the testimony and documentary evidence was carefully considered.

Issues(s) to be Decided

- Is the landlord entitled to a Monetary Order for unpaid rent?
- Is the landlord entitled to keep the security deposit?



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Background and Evidence

This tenancy started on November 01, 2009. Rent for this unit was \$2,200.00 per month and was due on the first of each month. The tenant paid a security deposit of \$1,100.00 on October 21, 2009. A move in and move out condition inspection was completed at the beginning and end of the tenancy.

The landlords' agent testifies that the tenant did not give the required one month's written notice to end the tenancy. She states that although this was a fixed term tenancy it had the option to continue on a month to month basis at the end of the fixed term and the tenancy agreement states that written notice of one clear month is required from the tenant. The landlord seeks to recover \$2,200.00 in unpaid rent for April, 2010.

The landlord's agent states that at the end of the tenancy the tenant failed to clean the rental unit including the carpets. The unit also had to be re-painted to prepare it for a new tenant. The landlord used their own in-house cleaners and have charged the tenant \$80.00 plus \$16.00 for cleaning materials used. The carpets were cleaned by staff and the tenant has been charged \$150.00. The painting was carried out by staff and the tenant has been charged for labour and paint to a sum of \$302.50.

The landlord seeks to keep the tenants security deposit towards these costs and to recover the filing fee of \$50.00 paid for this application.

The landlord has provided a copy of the tenancy agreement, the move in and move out condition inspection reports and the final breakdown of costs.

Analysis

The tenant did not appear at the hearing to dispute the landlords claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I have considered the landlords evidence and his agents verbal testimony only.

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With regard to the landlords claim for unpaid rent for April, 2010 of \$2,200.00; I find the tenancy agreement does state that the tenant must give one months notice in writing to end the tenancy as this tenancy had the option to continue on a month to month basis. Therefore, I find the tenant failed to provide the landlord with written notice to end the tenancy by February 28, 2010 and find in favor of the landlords claim for unpaid rent to the sum of **\$2,200.00** pursuant to section 67 of the *Act*.

With regard to the landlords claim for cleaning of the rental unit; Section 32 of the *Act* states a tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit. The condition inspection report indicates that the tenant failed to clean the rental unit at the end of the tenancy and consequently the landlord is entitled to recover the sum of **\$96.00** for cleaning and materials.

With regard to the carpet cleaning I refer both Parties to the Residential Tenancy Policy Guidelines #1 which refers to carpet cleaning. This states that generally at the end of a tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year. Consequently I find the landlord is entitled to recover the sum of **\$150.00** from the tenant for this work.

With regard to the painting of the rental unit; the condition inspection report does not provide sufficient detail to confirm that the walls or ceiling of the rental unit were damaged in any way or to what level painting was required that was beyond normal wear and tear after a tenancy of one year. A landlord is responsible for painting the interior of the rental unit at reasonable intervals and I have no evidence that the unit was painted at the start of the tenancy. Consequently this section of the landlords claim is dismissed.

I find the landlord is entitled to keep the tenants security deposit to offset against cleaning and unpaid rent pursuant to section 38(4)(b). I further find as the landlord has been partially successful with his claim he is entitled to recover the **\$50.00** filing fee pursuant to section 72(1) of the *Act*. A Monetary Order has been issued for the following amount:



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Unpaid rent for April, 2010	\$2,200.00
Carpet cleaning	\$150.00
Filing fee	\$50.00
Subtotal	\$2,496.00
Less security deposit	(-\$1,100.00)
Total amount due to the landlord	\$1,396.00

Conclusion

I HEREBY FIND in partial favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$1,396.00**. The order must be served on the respondent and is enforceable through the Provincial Court 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: August 24, 2010.

Dispute Resolution Officer