



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This matter dealt with an application by the Landlord for a monetary claim for unpaid rent, for compensation for loss or damage under the Act or tenancy agreement, to recover the filing fee for this proceeding and to keep the Tenant's security deposit as full payment of those amounts.

The Landlord said she served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on August 19, 2010. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?
3. Is there damage or loss and if so is the Landlord entitled to compensation and if so how much?
4. Is the Landlord entitled to keep the Tenant's security deposit?

Background and Evidence

This tenancy started on July 1, 2009 as a month to month tenancy. The Tenant's portion of the rent was \$418.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$244.00 on June 2, 2009. The Tenant moved out of the unit on July 19, 2010, with no notice to the Landlord. The Tenant gave the Landlord a forwarding address on August 6, 2010.

The Landlord said the Tenant moved out of the unit on July 19, 2010 by dropping the keys in the Landlord mail box. She said they had no word from the Tenant until they received a letter from the Tenant requesting the return of her security deposit. When the Landlord received this letter they applied for dispute resolution to retain the deposit for the following reasons. The Landlord said the Tenant did not paid the rent of \$418.00 for July, 2010 and she left the unit in an unclean state. The Landlord continued to say that it cost the Landlord \$235.00 to clean and paint the unit and \$75.00 to haul garbage away. The Landlord said they had to paint the unit because it is a non smoking unit and

the Tenant smoked in it. The Landlord said the painting was done to minimize the smell of the smoking for the next tenant.

The Landlord said she realized her costs are more than the security deposit of \$244.00, but she said the Landlord will be satisfied if they can retain the security deposit as full settlement of the Landlord's monetary claim.

Analysis

Section 26(1) says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Section 37(2) says when a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear,

Section 38 (3) (b) says that a Landlord may retain from the security deposit an amount that at the end of the tenancy remains unpaid.

I find from the testimony of the Landlord that the Tenant did not pay the July, 2010 rent in the amount of \$418.00 when it was due and the Tenant did not have the right under this Act to deduct all or a portion of the rent. As well, I find that the Tenant did not clean the rental unit to a reasonable standard when the Tenant moved out. I find that the Tenant is responsible for the costs the Landlord incurred in cleaning the rental unit. Consequently, I find in favour of the Landlord and I Order the Landlord (as the Landlord applied for and requested) to retain the Tenant's security deposit in the amount of \$244.00 as full settlement of the Landlord's claim.



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Conclusion

I order the Landlord to retain the Tenant's security deposit in the amount of \$244.00 as full settlement of the Landlord's claim.

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*.
