

## DECISION

Dispute Codes        MNSD, MNR, MND, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order to keep all or part of the security deposit, for unpaid rent, for damage to the unit and recovery of the filing fee. Both parties participated in the conference call hearing.

### Issues to be Decided

Is the landlord entitled to any of the above under the Act.

### Summary of Background and Evidence

This tenancy started July 1, 2009 with monthly rent of \$985.00, the tenants paid a security deposit of \$492.50. On June 7, 2010 the landlord served the tenants with a 10 Day Notice to End Tenancy for Unpaid Rent.

The landlord's agent testified that the tenants vacated the rental unit on or around June 22, 2010. The tenants sent the landlord an email stating that they would be using their security deposit towards the June rent that was owed however the landlord did not agree to this. The email from the tenants also noted that they had cleaned the house and storage locker. The landlord's agent responded back to the tenants that they were responsible for the entire month's rent, late fees and cleaning costs totalling \$1283.33.

A move-in inspection was conducted with the tenants and landlords agent in attendance however a move-out inspection was not. The landlord's agent stated that she had attempted to call one of the tenants to discuss if and when the tenants would be vacating or paying their rent. After receiving the tenant's email of June 22, 2010, the landlord's agent posted a notice on the tenant's door regarding the move-out inspection. Upon entry into the rental unit on June 22, 2010 the landlord's agent was able to verify that the tenants had in fact abandoned the rental unit.

|                 |                  |
|-----------------|------------------|
| June Rent       | \$985.00         |
| Late Fees       | \$45.00          |
| Carpet Cleaning | \$85.33          |
| Cleaning        | \$168.00         |
| <b>Total</b>    | <b>\$1283.33</b> |

The move out inspection notes:

- the stove was dirty
- the area behind the appliances was not cleaned
- the blinds were not cleaned
- there was a stain on the carpet
- some cabinets were not thoroughly cleaned

The tenants testified that they had vacated the rental unit on June 17, 2010. The tenants stated that they had thoroughly cleaned the apartment with the exception of having the carpet professionally cleaned per the signed tenancy agreement. The tenants stated that they did clean the stove and pulled the fridge out to clean behind it, as the stove was not on rollers the tenants did not pull out the stove as they did not want to damage the floor.

The tenants did not recall the landlord's agent contacting them by phone and as they vacated the apartment on June 17, 2010, the tenants did not receive the notice regarding the move out inspection that was posted on the door of the rental unit on June 22, 2010.

### Analysis

#### Residential Tenancy Act **Section 35 Condition inspection: end of tenancy**

(1) The landlord and tenant together must inspect the condition of the rental unit before a new tenant begins to occupy the rental unit

- (a) on or after the day the tenant ceases to occupy the rental unit, or
- (b) on another mutually agreed day.

(2) The landlord must offer the tenant at least 2 opportunities, as prescribed, for the inspection.

(3) The landlord must complete a condition inspection report in accordance with the regulations.

(4) Both the landlord and tenant must sign the condition inspection report and the landlord must give the tenant a copy of that report in accordance with the regulations.

(5) The landlord may make the inspection and complete and sign the report without the tenant if

- (a) the landlord has complied with subsection (2) and the tenant does not participate on either occasion, or
- (b) the tenant has abandoned the rental unit.

Based on the documentary evidence and undisputed testimony of the landlord's agent, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for unpaid rent, late fees and cleaning costs.

I find that the landlord has established a claim for \$1283.33 for unpaid rent, late fees and cleaning costs.

The landlord is also entitled to recovery of the \$50.00 filing fee.

### Conclusion

I find that the landlord has established a monetary claim for \$1283.33.00 in unpaid rent, late fees and cleaning costs. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the Landlord pursuant to s. 38(4) of the Act to keep the Tenant's \$492.50 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$840.83** ( $\$1283.33 + \$50.00 = \$1333.33 - \$492.50 = \$840.83$ )

A monetary order in the amount of **\$840.83** has been issued to the Landlord and a copy of it must be served on the Tenant. If the amount is not paid by the Tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: December 29, 2010

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Dispute Resolution Officer