



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNSD, MNR, MND, FF

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution for an Order for damage to the unit, for unpaid rent and to recover the filing fee for the Application.

The Landlord's Agent, PM, delivered a notice of the hearing to the Tenant in person within three days of receiving it. I was satisfied the Tenant was properly served with the notice of hearing in accordance with the requirements of the Act and the hearing proceeded without the Tenant present.

The Landlord's Agents appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

At the outset of the hearing, I allowed the Landlord's Agent to amend the Application to include a request to retain the security deposit.

### Issue(s) to be Decided

Has the Tenant breached the Act or tenancy agreement, entitling the Landlord to an Order for monetary relief?

### Background and Evidence

The Landlord's Agent, PM, testified to the following relevant facts concerning the tenancy. The tenancy began September 1, 2009. Monthly rent was \$2,200.00. A security deposit of \$1,100.00 was paid prior to the tenancy in 2009. The tenancy ended February 15, 2010, when the Tenant moved out after receiving a 10 Day Notice to End Tenancy for Unpaid Rent on February 2, 2010.

The Landlord is seeking compensation for unpaid rent, to clean the carpets, general cleaning, junk removal, garage door opener and unpaid natural gas charges. The Landlord's Agent's testimony and evidence shows that unpaid rent was \$4,600.00, and that the Landlord incurred expenses of \$252.00 for carpet cleaning, \$325.00 for general cleaning, \$210.00 for junk removal, \$39.20 for a replacement garage door opener, and \$547.22 for a natural gas bill with a billing date of March 24, 2010. The tenancy agreement and tenant ledger were also provided as evidence.

Analysis

Based on the above testimony and evidence, and on a balance of probabilities, I find as follows:

At the end of a tenancy, the tenant must leave the rental unit reasonably clean. Based on the unopposed testimony of the Landlord's Agent, and documentary evidence, I am satisfied that the Tenant did not meet her obligation to leave the rental unit reasonably clean. Therefore, since the Landlord has substantiated the costs incurred to clean the carpets and other general cleaning, I will award the Landlord \$577.00 for cleaning. I am also satisfied, based on the unopposed testimony of the Landlord's Agent, that the Tenant did not return the garage door opener and must compensate the Landlord \$39.20 for the replacement.

I am also satisfied, based on the unopposed testimony of the Landlord's Agent, that the Tenant left her personal property in the rental unit and must compensate the Landlord \$210.00 for its removal.

I am also satisfied, based on the unopposed testimony of the Landlord's Agent, that the Tenant left owing the Landlord unpaid rent through the end of February 2010 in the amount of \$4,600.00 and must compensate the Landlord.

The Landlord did not provide sufficient evidence with respect to the Tenant's obligation for the natural gas bill, as the bill extended beyond a month after the Tenant's departure and there was not enough specific testimony to satisfy me that the Tenant owed this bill. Therefore I do not award the Landlord the amount of \$547.22 that was requested.

As the Landlord was substantially successful with this application, I award the Landlord the filing fee paid for this application. The Landlord is also permitted to retain the Tenant's security deposit in partial satisfaction of the amounts the Tenant owes the Landlord for items listed above.

In light of the above, the Landlord is provided a Monetary Order calculated as follows:

Unpaid rent	\$4,600.00
Carpet cleaning	252.00
General cleaning	325.00
Garage door opener	39.20
Junk removal	210.00
Filing fee	<u>100.00</u>
Sub-total	\$ 5,526.20
Security deposit	<u>(\$1,100.00)</u>
Monetary Order	<b><u>\$4,426.20</u></b>

The Landlord must serve the Monetary Order upon the Tenant and may file it in Provincial Court (Small Claims) to enforce it as an Order of that court.

Conclusion

The Landlord is authorized to retain the Tenant's security deposit for damages to the rental unit and money owed.

The Landlord is provided with a Monetary Order in the amount of **\$4,426.20**.

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 10, 2010.

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Dispute Resolution Officer