

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This is an application by the Landlord for a monetary order for unpaid rent or utilities, to keep all or part of pet damage deposit or security deposit, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and is seeking to recover the filing fee.

Both parties attended by conference call and gave affirmed testimony.

Issues(s) to be Decided

Is the Landlord entitled to a monetary order?

Background and Evidence

This tenancy began on June 1, 2010 on a fixed term for 1 year ending on June 1, 2011. The monthly rent was \$1,500.00 payable on the 1st day of each month and a security deposit of \$750.00 was paid on May 26, 2010. Both Tenants agree that they received the hearing document package along with the Landlord's evidence. The Tenant, J.L. received hers in person and the Tenant, S.H. received her package by registered mail. The Landlord is seeking recovery of \$47.00 for a garbage disposal fee. The Landlord reports that approximately \$12.00 is for the dump fee and \$35.00 is for labour and transportation to dispose of the garbage. The Landlord has not provided any receipts or invoices. The Landlord is seeking \$476.00 for professional carpet cleaning as agreed to in the signed tenancy agreement. Addendum #3 states, Professional carpet cleaning is required at the end of the tenancy with proof that this has been done. The Tenant concedes the carpet cleaning, but disputes the amount sought by the Landlord. The receipt provided by the Landlord shows a \$325.00 total plus 12% HST to equal, \$364.00. The Landlord is also seeking the \$1,500.00 unpaid rent for August 2010. The

Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent for the month of August 2010 for \$1,500.00 in unpaid rent with a move out date of August 19, 2010. The Tenant's admit to withholding the rent owed for August 2010. The Landlord has submitted a copy of returned item notice from the Tenant, J.L., that the cheque was returned to the Landlord as Non-Sufficient Funds. The Tenant's vacated the rental unit on August 19, 2010 as per the 10 day notice to end tenancy.

Analysis

I find that the Tenant's were properly served with the 10 day notice to end tenancy for unpaid rent. The Landlord has established a claim for \$1,500.00 in unpaid rent for August 2010. The Tenant's moved out on the day indicated on August 19, 2010 as indicated on the 10 day notice to end tenancy.

Section 46 (1) A landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end the tenancy effective on a date that is not earlier than 10 days after the date the tenant receives the notice.

Section 46 (4) Within 5 days after receiving a notice under this section, the tenant may (a) pay the overdue rent, in which case the notice has no effect, or (b) dispute the notice by making an application for dispute resolution.

Section 46 (5) If a tenant who has received a notice under this section does not pay the rent or make an application for dispute resolution in accordance with subsection (4), the tenant (a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and (b) must vacate the rental unit to which the notice relates by that date.

The Tenant vacated the rental unit on the date indicated on the 10 day notice to end tenancy and is presumed to conclusively accept that the tenancy ended.

The Landlord's claim of \$47.00 for garbage disposal is dismissed. The Landlord has not provided any receipts or invoices for the garbage disposal. I do note that on the move-out inspection report it notes that garbage was left in the garage, but does not describe to what extent it is. The Landlord has not provided a completed move-out inspection report. I note that the move-in portion of the condition inspection report is

signed by the Tenant, but not the Landlord and that the move-out portion shows that it was signed by the Landlord, but not the Tenant. As such, I cannot give any consideration to this portion of the Landlord's application. The Landlord is seeking \$476.00 as stated during the hearing for professional carpet cleaning services that is required as addendum #3. I note on the invoice by the professional carpet cleaning company that the cost of carpet cleaning totals as \$364.00 including the 12%HST.

The Landlord has established a monetary claim for \$1,500.00 in unpaid rent and \$364.00 in professional carpet cleaning costs. The Landlord is also entitled to recovery of the \$50.00 filing fee. The total claim established by the Landlord is \$1,914.00. This amount is limited to the amount being sought as listed on the Landlord's application for dispute resolution of \$1,540.00. I order that the Landlord retain the \$750.00 security deposit in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of \$790.00. This order may be filed in the Small claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$790.00.

The Landlord may retain the security deposit.

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 06, 2010.

Dispute Resolution Officer