



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MND; MNR; MNSD; FF

Introduction

This is the Landlords' application for a Monetary Order for unpaid rent and damages to the rental unit; to retain the security deposit in partial satisfaction of their monetary claim; and to recover the cost of the filing fee from the Tenant.

The Landlord's agent gave affirmed testimony at the Hearing.

The Landlord's agent testified that the Tenant was served with the Notice of Hearing documents, together with copies of the Landlords' documentary evidence, by mailing the documents by registered mail to the Tenant at her forwarding address provided on the move-out Condition Inspection Report, on July 30, 2010. The Landlords provided a copy of the registered mail receipt and Condition Inspection Report in evidence.

Based on the affirmed testimony of the Landlord's agent and the documentary evidence provided in support, I find that the Tenant was served with the Notice of Hearing documents in accordance with the provisions of Section 89(1)(d) of the Act. Despite being served with the documents, the Tenant did not sign into the teleconference and the Hearing continued in her absence.

Issues to be Decided

- Is the Landlord entitled to a Monetary Order for unpaid rent, cleaning charges and the cost of shampooing the carpet?

Background and Evidence

This tenancy started on May 21, 2010. Monthly rent was \$1,100.00, due on the first day of each month. The Tenant paid a security deposit in the amount of \$500.00 at the beginning of the tenancy. On June 30, 2010, the Tenant provided the Landlords with written notification of her intent to end the tenancy on July 15, 2010. The Tenant did not pay rent for the month of July, 2010.

The On July 30, 2010, the parties met for a move out inspection. The Tenant agreed that the Landlords could deduct \$550.00 from her security deposit.

The Landlords seek a monetary award, calculated as follows:

Unpaid rent for July, 2010	\$1,100.00
Cost of shampooing the carpets	\$80.00
Cleaning fees (kitchen and bathroom, 1 hour)	<u>\$27.00</u>
TOTAL	\$1,207.00

Analysis

The Landlords provided a copy of the Tenant's Notice to end the tenancy in evidence. The Notice was provided to the Landlords on June 30, 2010, for an effective end of tenancy date of July 15, 2010. This is insufficient notice under the provisions of Section 45 of the Act. Based on the Landlord's agent's affirmed testimony and supporting documentary evidence, and in the absence of any evidence or testimony to the contrary from the Tenant, I find that the Tenant did not pay rent for the month of July, 2010. The Landlords are entitled to rent for the month of July, 2010 and this portion of their application is granted in the amount of \$1,100.00.

The Landlords provided a copy of the tenancy agreement in evidence. There is a clause in the tenancy agreement providing that the Tenant must shampoo the carpets at the end of the tenancy. A copy of the invoice for the cost of shampooing the carpets was entered in evidence. I accept the Landlord's agent's testimony that the Tenant did

not shampoo the carpets at the end of the tenancy, and this portion of the Landlords' application is granted in the amount of \$80.00.

The Condition Inspection Report indicates that the kitchen and bathroom were in an acceptable state of cleanliness at the end of the tenancy. Therefore, the Landlords' application for the cost of one hour of cleaning is dismissed.

Pursuant to Section 72(2)(b) of the Act, the Landlords may apply the security deposit towards partial satisfaction of the Landlords' monetary claim. No interest has accrued on the security deposit.

The Landlords have been successful in their application and are entitled to recover the cost of the \$50.00 filing fee from the Tenant.

The Landlords have established a monetary claim as follows:

Unpaid rent for July, 2010	\$1,100.00
Cost of shampooing carpets	\$80.00
Recovery of the filing fee	\$50.00
Subtotal	\$1,230.00
Less security deposit	- \$550.00
TOTAL AMOUNT DUE TO THE LANDLORDS AFTER SET-OFF	\$680.00

Conclusion

I hereby grant the Landlords a Monetary Order in the amount of \$680.00 against the Tenant. This Order must be served on the Tenant and may be filed in the Provincial Court of British Columbia (Small Claims) 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 20, 2010.
