



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

### **Dispute Codes:**

OPR, MNR, MNDC, FF

### **Introduction**

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent / loss of revenue - Section 67;
3. A Monetary Order for money owed in compensation for damage or loss – Section 67;
4. An Order to recover the filing fee for this application - Section 72.
- 5.

Both parties attended the conference call hearing and participated with their testimony and submissions.

At the outset of the hearing the parties advised the tenant had vacated and that new tenants rented the unit for January 2011. The landlord amended their application to reflect

1. A Monetary Order for unpaid rent - \$1195 (-2.50 credit).
2. A Monetary Order for money owed in compensation for damage or loss – late fee \$20, carpet cleaning \$75
3. An Order to recover the filing fee for this application - \$50

### **Issue(s) to be Decided**

Is the landlord entitled to the monetary amounts claimed?

### **Background and Evidence**

The tenancy began on August 01, 2010. Rent in the amount of 1195 was payable each month. The landlord collected a security deposit and pet damage deposit totalling \$797.50, which the landlord still holds. The tenant failed to pay rent in the month of

December and on December 02, 2010 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant acknowledges that the rent for December was not paid. The landlord is also claiming \$20 late fee for December 2010, and \$75 for carpet cleaning upon the tenant vacating the rental unit. The landlord has not provided an end of tenancy inspection report or a receipt for the carpet cleaning. The landlord testified that the tenant accrued a credit of \$2.50.

## **Analysis**

Based on the testimony of the landlord and the tenant I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent and has not applied for Dispute Resolution to dispute the notice

Based on the above facts I find that the landlord has established a monetary claim for \$1192.50 in unpaid rent and \$20 late fee. The landlord has not adequately supported their claim for carpet cleaning; therefore this portion of the claim is dismissed without leave to reapply. The landlord is entitled to recovery of the \$50 filing fee, for a total entitlement of **\$1262.50**

The security deposit and pet damage deposit being held by the landlord will be off-set from the award made herein.

## ***Calculation for Monetary Order***

Rental Arrears (inclusive of \$2.50 credit)	\$1192.50
Late fee for December 2010	\$20.00
Filing Fees for the cost of this application	50.00
Less Security Deposit and interest <i>to date</i>	-797.50
<b>Total Monetary Award</b>	<b>\$465.00</b>

## **Conclusion**

**I Order** that the landlord retain the deposits totalling \$797.50 in partial satisfaction of the claim and I grant the landlord an order under Section 67 of the Act for the balance due



## Dispute Resolution Services

Page: 3

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

of **\$465**. If necessary, this order may be filed in the Small Claims Court 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*.