



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

### Dispute Codes

MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with the landlord's application for a Monetary Order for unpaid rent; damage or loss under the Act, regulations or tenancy agreement; authorization to retain the security deposit; and, recovery of the filing fee. The tenant did not appear at the hearing. The landlord testified that she personally served the tenant with notice of this hearing on August 25, 2010 at the tenant's new place of residence, in the presence of her husband as a witness. I was satisfied the tenant was notified of the landlord's claims against him and this hearing and I proceeded to hear from the landlord without the tenant present.

### Issue(s) to be Decided

1. Has the landlord established an entitlement to compensation for unpaid rent?
2. Has the landlord established an entitlement to compensation for damage or loss under the Act, regulations or tenancy agreement?
3. Is the landlord entitled to retain the security deposit?

### Background and Evidence

The landlord provided undisputed evidence that the tenancy commenced in March 2010 for a monthly rent of \$1,050.00 due on the 1<sup>st</sup> day of every month. A security deposit of \$540.00 was paid. There were two co-tenants under the tenancy agreement. The other co-tenant gave the landlord \$525.00 for August 2010 rent, signed over one-half of the security deposit and vacated the rental unit. On August 2, 2010 the landlord personally served a 10 Day Notice to End Tenancy for Unpaid Rent (the Notice) upon the tenant named in this application. The Notice indicates \$635.00 was outstanding as of August 1, 2010 and had an effective date of August 12, 2010. The tenant named in this application vacated the rental unit on August 9, 2010.

In making this application the landlord is seeking to recover unpaid rent of \$525.00 for the month of August 2010, a late fee of \$20.00, the filing fee of \$50.00, plus the remainder of the security deposit in the amount of \$260.00 for cleaning.

Upon enquiry, the landlord testified that the amount appearing on the 10 Day Notice included the unpaid rent plus additional occupant fees of \$75.00 plus two late fees of



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\$20.00 each. The landlord confirmed the tenancy agreement provided for these additional charges and fees.

Upon enquiry, the landlord testified that she had to clean the rental unit, haul garbage away and clean the carpets after the tenants vacated. The landlord testified that she and a cleaning lady cleaned the rental unit and the cleaning lady was paid \$175.00.

The landlord testified she had left documentary evidence at the Residential Tenancy Branch; however, documentary evidence was not located. The landlord was requested to provide a copy of the tenancy agreement, 10 Day Notice and cleaning receipts to the Residential Tenancy Branch after the teleconference call ended. The landlord subsequently provided a copy of the 10 Day Notice and the carpet cleaning receipt but not the tenancy agreement.

## Analysis

Upon consideration of the evidence before me, I accept that the monthly rent payable by the co-tenants was \$1,050.00 and that the landlord received only one-half of the rent for the month of August 2010. Therefore, I grant the landlord's request to recover unpaid rent of \$525.00 from the tenant.

The Residential Tenancy Regulations provide that late fees must be provided for in the tenancy agreement in order for the landlord to charge such fees. In the absence of a copy of the written tenancy agreement I do not award late fees to the landlord.

Under the Act, tenants are required to leave the rental unit reasonably clean. The Residential Tenancy Policy Guideline 1 provides that, generally, a tenant must clean the carpets if the tenancy was longer than one year in duration, unless the tenant smoked or had pets in the rental unit. Although the landlord established that she cleaned the carpets, the tenancy was only six months in duration. I was not provided evidence that the tenant smoked or had pets in the rental unit or left the carpets exceptionally dirty. Nor was I provided documentary evidence that the written tenancy agreement required the tenants to clean the carpets at the end of the tenancy. Therefore, I do not award carpet cleaning costs to the landlord.

The landlord did not provide photographs, a condition inspection report, or a receipt for the amount paid to the cleaning lady to reflect the condition of the rental unit at the end of the tenancy. Therefore, I find the landlord has not established an entitlement to cleaning costs.



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Since the landlord has a security deposit of \$540.00 in her possession I order and authorize the landlord to retain the security deposit in full satisfaction of the landlord's claims against the tenant.

## Conclusion

The landlord has been awarded \$540.00 and is authorized to retain the tenants' security deposit in full satisfaction of the amounts owed to the landlord under this tenancy. As the security deposit offsets the award to the landlord I do not provide a Monetary Order with this decision.

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: January 11, 2011.

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Residential Tenancy Branch