



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with the landlord's application for a Monetary Order for damage to the rental unit, unpaid rent, damage or loss under the Act, regulations or tenancy agreement; authority to retain the security deposit; and, recovery of the filing fee. Both parties appeared at the hearing and were provided the opportunity to make submissions, in writing and orally, and to respond to the submissions of the other party.

### 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 to the rental unit?
3. Has the landlord established an entitlement to compensation for damage or loss under the Act, regulations or tenancy agreement?
4. Is the landlord authorized to retain the security deposit?

### Background and Evidence

The parties provided undisputed evidence as follows. The one-year fixed term tenancy commenced in December 2009 and the tenant paid a \$337.50 security deposit. The tenant was required to pay rent of \$675.00 on the 1<sup>st</sup> day of every month. The landlord prepared a move-in and move-out inspection report. On October 21, 2010 the tenant gave a written notice to end the tenancy effective November 30, 2010. The tenant did not pay rent for November 2010 and the landlord personally served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent on November 3, 2010. The tenant vacated the rental unit in early November 2010.

In making this application, the landlord is seeking to recover the following amounts:

Unpaid rent – November 2010	\$ 675.00
Carpet cleaning	80.00
General cleaning – 1 hour	14.00
Drapery cleaning	<u>25.00</u>
Total claim	\$ 784.00



# Dispute Resolution Services

Page: 2

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

The tenancy agreement provides that if the tenant is provided with professionally cleaned carpets and drapery at the beginning of the tenancy the tenant will pay for professional cleaning at the end of the tenancy.

The tenant acknowledged she did not pay the rent for November 2010, or clean the carpets or drapery before she vacated. The tenant did not dispute any of the amounts claimed by the landlord.

Documentary evidence provided by the landlord included the tenancy agreement, condition inspection reports, tenant's notice to end tenancy, receipts for cleaning, the 10 Day Notice to End Tenancy, and registered mail receipt for prove of service.

## Analysis

Upon consideration of all of the evidence before me, I am satisfied the landlord is entitled to recover all of the claimed amounts under the Act, regulations or tenancy agreement. Therefore, the landlord is awarded \$784.00 as claimed.

In addition, I award the filing fee to the landlord and I authorize the landlord to retain the tenant's security deposit in partial satisfaction of the amounts owed to the landlord. I provide the landlord with a Monetary Order calculated as follows:

Amounts claimed by landlord	\$ 784.00
Plus: recovery of the filing fee paid for this application	50.00
Less: security deposit	<u>337.50</u>
Monetary Order for landlord	\$ 496.50

The landlord must serve the Monetary Order upon the tenant and may file it in Provincial Court to enforce as an Order of that court.

## Conclusion

The landlord was successful in this application and has been authorized to retain the security deposit and has been provided a Monetary Order for the balance of \$496.50 to serve upon the tenant.

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 12, 2011.

---

Residential Tenancy Branch