



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 Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by two agents for the landlord. The tenant did not attend.

The landlord testified and provided confirmation that the tenant was served with notice of this hearing via registered mail on November 17, 2010. Based on this testimony, I find the tenant has been served sufficiently for this hearing.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for damage to the rental unit; for compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulation or tenancy agreement; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted into evidence a copy of a tenancy agreement signed by the parties on August 15, 2009 for a 1 year fixed term tenancy beginning on August 1, 2009 for a monthly rent of \$970.00 due on the 1st of each month and that a security deposit of \$485.00 was paid on June 19, 2009.

The landlord testified the tenancy ended August 31, 2010 and that the tenant provided his forwarding address by phone on November 12, 2010 and the landlord subsequently filed this application on November 15, 2010 seeking the following compensation:

Description	Amount
Unpaid rent (August 2010)	\$12.00
Cleaning	\$430.08
Flooring and drapery replacements	\$1464.06
Garbage removal	\$224.00
Total	\$2,130.14

The landlord provided documentation of the condition of the rental unit at the end of the tenancy and associated receipts for payments made for repairs and work completed.

Analysis

Section 37 of the Act requires the tenant who is vacating a rental unit to leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. In the absence of any contrary testimony or evidence from the tenant, I accept the evidence before me that the tenant failed to meet this obligation.

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$2,180.14** comprised of \$12.00 rent owed; \$430.08 cleaning; \$1,464.06 for flooring and drapery replacements; \$224.00 for garbage removal and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$485.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1,695.14**. This order must be served on the tenant and may be filed in the Provincial Court (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: March 17, 2011.

Residential Tenancy Branch