



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MND MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial compensation of the monetary claim.

The tenant did not call into the teleconference hearing. The landlord testified that she mailed the application for dispute resolution and notice of hearing to the tenant's place of work. A witness for the landlord testified that she is an employee at the tenant's former place of work, and she signed for the package, and then witnessed the tenant picking up the package. Based on this evidence, I determined that the tenant was served with notice of the hearing and proceeded with the hearing in the tenant's absence.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on July 1, 2008, with monthly rent in the amount of \$1195 payable on the first of each month. On June 22, 2008 the landlord received from the tenant a security deposit of \$597.50.

On December 15, 2010 the tenant gave the landlord her one month written notice to end the tenancy. In late December 2010, the tenant called the landlord to inform her that she had moved out. The tenant did not pay rent for January 2011 and did not clean the rental unit.

The landlord has claimed the following amounts:

- 1) \$442.40 for ozone shock treatment – the tenants were heavy smokers, and after they moved out the unit smelled “unbelievable.” The landlord had the unit treated for the smell.
- 2) \$302.40 for carpet cleaning – the landlord received an estimate for carpet cleaning, but ultimately the owner instead removed the carpets.
- 3) \$627.20 for 8 hours of cleaning by two people, at a rate of \$35 per hour each – the evidence of the landlord was that the tenants vacated the rental unit with absolutely no cleaning done, and it was in a filthy condition. The landlord provided photographs to support their claim.
- 4) \$1195 for loss of rent for January 2011 – the tenant did not give the landlord one month’s notice, and did not pay rent for January 2011.
- 5) \$15 for registered mailing fees.

Analysis

Based on the landlord’s undisputed evidence, I find that the landlord is entitled to all of the amounts claimed except for the registered mailing fees. The only fee associated with the dispute resolution process which is recoverable is the filing fee for the cost of the application. As the landlord’s application was mostly successful, I find that the landlord is entitled to recovery of the \$50 filing fee.

Conclusion

The landlord is entitled to \$2617. I order that the landlord retain the deposit and interest of \$602.23 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2014.77. 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*.

Dated: March 18, 2011.

Residential Tenancy Branch