



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing was scheduled to hear the landlord's claims for unpaid rent; 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.

The landlord requested that I amend the application to include cleaning costs. The tenant did not object and was provided the opportunity to respond to such claims.

Issue(s) to be Decided

Is the landlord entitled to recover unpaid rent from the tenant?
Did the landlord establish an entitlement to cleaning costs?
Is the landlord entitled to retain the security deposit?

Background and Evidence

The tenancy commenced February 1, 2010 and ended October 31, 2010. The monthly rent was \$675.00 due on the 1st day of the month and the tenant paid a \$337.50 security deposit.

In making this application the landlord indicated that the tenant did not pay October 2010 rent and sought compensation of \$387.50 after deducting the security deposit and including the filing fee. The landlord also indicated in the application that there were "some issues" that also required attention but did not specify the nature of those claims.

The landlord provided a copy of a 10 Day notice to End Tenancy for Unpaid Rent dated October 19, 2010 indicating rent for October 2010 was outstanding. During the hearing, the landlord indicated the landlord wished to recover \$60.00 for suite cleaning and \$120.00 for carpet cleaning in addition to the unpaid rent.

The tenant explained that in July 2010 there was a flood in the rental unit and then in September 2010 a second flood occurred. The tenant felt entitled to compensation and tried to put a stop payment on her September 2010 rent payment but the instead the October 2010 payment was stopped. The tenant claimed that the September 2010 rent payment was stopped with the authority of the landlord.

The tenant did not agree with paying for suite cleaning or the carpet cleaning given the flood and repair work required in the unit; however, the tenant did acknowledge she did not clean the stove.

Analysis

With respect to the unpaid rent the evidence is clear that the October 2010 rent was unpaid. Upon review of the email communication between the parties, I find the landlord had informed the tenant that October rent would have to be paid and the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent. I award the landlord the unpaid rent for October 2010 as I do not find the tenant had the legal right to withhold rent for October 2010.

It is less clear as to whether there was an agreement that the tenant would be entitled to compensation equivalent to a month's rent for the flooding and entitled to withhold rent for September 2010. However, I find that is not an issue before me to determine as the tenants has not made an Application for Dispute Resolution seeking compensation from the landlord. The tenant is at liberty to file her own Application for Dispute Resolution to make such a claim.

With respect to the landlord's request for cleaning costs I dismiss those claims without leave to reapply. The landlord did not provide evidence to verify the amounts claimed. Further, having heard that the cleaning was performed months after the tenancy ended, I do not find the landlord has established that the cleaning was required as a result of the tenant's violation of the Acts.

The landlord is authorized to retain the tenant's security deposit in partial satisfaction of the unpaid rent and is provided a Monetary Order for the amount of \$387.50 [\$675.00 rent + 50.00 filing fee – 337.50 security deposit].

The Monetary Order must be served upon the tenant and may be enforced in Provincial Court (Small Claims) to enforce as an Order of that court.

Conclusion

The landlord is authorized to retain the security deposit and has been provided a Monetary Order in the amount of \$387.50 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: April 15, 2011.

Residential Tenancy Branch