



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes:

MND, MNR, MNSD, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for damage to the rental unit, for a monetary Order for unpaid rent, to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Tenant via registered mail at the address noted on the Application, on December 01, 2010. The Landlord cited a Canada Post tracking number that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Act*, however the Tenant did not appear at the hearing.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a monetary Order for unpaid rent and/or damage to the rental unit, to retain all or part of the security deposit paid by the Tenant, and to recover the filing fee for the cost of this Application for Dispute Resolution.

Background and Evidence

The Agent for the Landlord stated that this tenancy began on June 01, 2010, that the Tenant was required to pay monthly rent of \$595.00 on the first day of each month, that the Tenant paid a security deposit of \$297.50 and a pet damage deposit of \$297.50, that the tenancy ended on November 16, 2010, and that the pet damage deposit was returned to the Tenant on November 30, 2010.

The Agent for the Landlord stated that the Tenant did not pay rent for November of 2010.

The Agent for the Landlord stated that a Condition Inspection Report was completed at the start and the end of the tenancy, a copy of which was submitted in evidence. The Tenant appears to have signed the Condition Inspection Report on November 16, 2010

in the space where it indicates the Tenant agrees that the Landlord may deduct money from her security deposit. In this section the Tenant has acknowledged a debt of \$715.00, which is comprised of \$595.00 for unpaid rent, \$100.00 to clean the carpet, and \$20.00 to clean the suite. The section acknowledges the return of the pet damage deposit, it gives the Landlord permission to retain the security deposit, and indicates that the Tenant agrees she owes the Landlord \$417.50.

The Landlord is seeking compensation, in the amount of \$100.00 for cleaning the carpet in the rental unit. The Agent for the Landlord stated that the carpet was not cleaned at the end of the tenancy.

The Landlord is seeking compensation, in the amount of \$20.00 for cleaning the rental unit. The Agent for the Landlord stated that the fridge and stove in the unit needed additional cleaning at the end of the tenancy.

Analysis

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant entered into a tenancy that required her to pay rent of \$595.00 on the first day of each month.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant did not pay rent that was due on November 01, 2010 even though she lived in the unit until November 16, 2010. Section 26 of the Act requires tenants to pay rent when rent is due. As the Tenant was required to pay rent of November 01, 2010 and she did not pay the rent that was due, I find that she owes the Landlord \$595.00.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to clean the carpet at the end of the tenancy. As the Tenant agreed, in the Condition Inspection Report, to pay the Landlord \$100.00 to clean the carpet, I find that the Tenant must pay this amount to the Landlord.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to leave the rental unit in reasonably clean condition at the end of the tenancy. As the Tenant agreed, in the Condition Inspection Report, to pay the Landlord \$20.00 to clean the unit, I find that the Tenant must pay this amount to the Landlord.

I find that the Landlord's application has merit, and I find that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$765.00, which is comprised of \$595.00 in unpaid rent, \$120.00 in cleaning costs, and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. I authorize the Landlord to retain the security deposit of \$297.50 in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$467.50. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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: April 04, 2011.

Residential Tenancy Branch