



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, MNR, MND, FF

Introduction

This is the Landlord's application for a Monetary Order for unpaid rent and damages to the rental unit; to apply the security deposit towards partial satisfaction of its monetary award; and to recover the cost of the filing fee from the Tenant.

The Landlord's agents gave affirmed testimony at the Hearing.

The Landlord's agent testified that the Tenant was mailed the Notice of Hearing documents on December 7, 2010, by registered mail, to the forwarding address given by the Tenant at the move-out inspection. A copy of the registered mail receipt and tracking number was provided in evidence.

I find that the Tenant was served with the Notice of Hearing Package in accordance with the provisions of Section 89(1)(d) of the Act. In spite of being served with the documents, the Tenant did not appear at today's Hearing and the Hearing proceeded in her absence.

Issue(s) to be Decided

- (2) Is the Landlord entitled to a monetary order for unpaid rent for the month of October, 2010 and the cost of cleaning and repairs to the rental unit?

Background and Evidence

This tenancy began on April 15, 2010. The Tenant paid prorated rent for April. Monthly rent was \$570.00 per month, due on the first day of each month. The Tenant paid a security deposit in the amount of \$285.00 on April 12, 2010.

The Tenant did not pay October's rent when it was due and the Landlords issued and served the Tenant with a 10 Day Notice to End Tenancy on October 8, 2010. The Tenant did not dispute the Notice or pay rent for October and moved out of the rental unit on October 18, 2010.

The Landlord and the Tenant met to complete a Condition Inspection Report on October 18, 2010, a copy of which was provided in evidence. The Tenant signed the Report, indicating that she agreed that the Report fairly represented the condition of the rental unit and agreed that the Landlord could take specified deductions from the security deposit. Those deductions included:

Rent arrears	\$570.00
Carpet cleaning	\$185.00
Cleaning costs	\$50.00
Painting costs	\$50.00
Costs to dispose of a table and chair	<u>\$50.00</u>
TOTAL	\$905.00

On October 22, 2010, the Landlord sent the Tenant a letter requesting that she make arrangements for paying the balance of \$620.00 after applying the security deposit. The Tenant did not respond to the Landlord's letter.

The Landlord has since decided to replace the carpets in the rental unit and is not requesting a monetary award for the cost of cleaning the carpet.

Analysis

Based on the undisputed testimony of the Landlord's agents and the absence of any evidence to the contrary from the Tenant, the Landlord has established a monetary award, calculated as follows:

Unpaid rent for October, 2010	\$570.00
Cleaning/Painting/Dump fees	<u>\$150.00</u>
TOTAL:	\$720.00

Pursuant to the provisions of Section 72 of the Act, the Landlord may apply the security deposit in partial satisfaction of its monetary claim. No interest has accrued on the security deposit.

The Landlord has been successful in its application and is entitled to recover the cost of the filing fee from the Tenant.

I hereby provide the Landlord with a monetary order against the Tenant, calculated as follows:

Monetary award	\$720.00
Recovery of filing fee	\$50.00
Less security deposit	<u><\$285.00></u>
TOTAL amount due to Landlord after set off	\$485.00

Conclusion

I hereby provide the Landlord a Monetary Order in the amount of **\$485.00** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (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: April 13, 2011.

Residential Tenancy Branch