



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent / damage/ compensation - Section 67;
2. An Order to retain the security deposit - Section 38;
3. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing.

The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The Tenancy began on February 1, 2011 and ended on March 6, 2011. Rent in the amount of \$897.00 was payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$448.50. The Tenant’s cheque for March rent was returned as n.s.f. and the unit was left in an unclean state. The Landlord provided receipts for cleaning costs and pictures of the state of the unit after the Tenant moved out. The quantum of the Landlord’s claim is \$1,117.00 for unpaid rent in the amount of \$897.00 and cleaning costs in the amount of \$220.00.

Analysis

The tenancy agreement requires rent to be paid while the tenancy continues and upon vacating, the Tenant is required to leave the suite clean. Given the undisputed evidence of the Landlord that the rent cheque for March 2011 was returned n.s.f., that the Tenant left an unclean unit at move out and that the Landlord incurred costs to clean the unit, I find that the Landlord has substantiated its claim for unpaid rent and cleaning costs. Accordingly, I find that the Landlord is entitled to a monetary award in the amount of \$1,117.00. The Landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$1,167.00**. The **security deposit** will be off-set from the award made herein.

Calculation for Monetary Order

Unpaid rent	\$897.00
Cleaning costs	220.00
Filing Fees for the cost of this application	50.00
Less Security Deposit and interest <i>to date</i>	-448.50
Total Monetary Award	\$718.50

Conclusion

I order that the Landlord retain the **deposit** and interest of \$448.50 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$718.50**. If necessary, 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: June 24, 2011.

Residential Tenancy Branch