

Decision

Dispute Codes: MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for accrued rental arrears left by the tenant at the end of the tenancy. The landlord was also claiming the cost of carpet cleaning and liquidated damages pursuant to the tenancy agreement and reimbursement for cleaning supplies. The landlord was seeking to keep the security deposit in partial satisfaction of the claim.

Both parties appeared and gave testimony.

Issue(s) to be Decided

The issue to be determined is whether or not the landlord is entitled to monetary compensation for rental arrears owed and for cleaning and liquidated damages.

Background and Evidence

The tenancy began on August 5, 2010 and rent was set at \$1,750.00. A security deposit of \$975.00 was paid. The landlord testified that the tenant fell into arrears and eventually terminated the tenancy owing \$4,200.00 in rent. The landlord is seeking compensation for this debt. In addition, the landlord seeks reimbursement for the cost of professional carpet cleaning, which was the tenant's obligation under the tenancy agreement. The landlord agreed to waive the claim for liquidated damages and the cleaning supplies.

The tenant acknowledged owing the \$4,200.00 in rent and agreed that permission had been granted in writing for the landlord to deduct the carpet-cleaning costs from the security deposit being held. The tenant testified that attempts had been made to terminate the tenancy earlier due to the tenant's financial situation, but this was not agreed to by the landlord.

Analysis

With respect to the rent owed, I find that section 26 of the Act states that rent must be paid when it is due under the tenancy agreement, whether or not the landlord complies with the Act, the regulations or the tenancy agreement. In this instance, I find that the

tenant was required under the Act and agreement to pay the rent in full on the first day of each month when it was due. Accordingly I find that the tenant must now compensate the landlord for rental arrears in the amount of \$4,200.00.

With respect to the \$209.44 cost of carpet cleaning, I find that this was an expectation under the tenancy agreement signed by both parties and that the tenant had already conceded to having this charge deducted from the security deposit.

Given the above, I find that the landlord has established a total monetary claim of \$4,509.44.00 comprised of \$4200.00 rentals arrears, \$209.44 for carpet cleaning and the \$100.00 cost of this application. I order that the landlord retain the security deposit of \$875.00 in partial satisfaction of the claim leaving a balance due of \$3,634.44.

Conclusion

I hereby grant the Landlord an order under section 67 for \$3,634.44. This order must be served on the Respondent and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The remainder of the landlord's application is dismissed without leave.

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: July 11, 2011.

Residential Tenancy Branch