



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MND, MNSD, MNDC, FF

### Introduction

This conference call hearing was convened in response to the landlord's application for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; for damage to the unit; for unpaid rent; to keep the security deposit; and to recover the filing fee associated with this application.

The landlord participated in the hearing and provided affirmed testimony. She testified that she served the Notice of a Dispute Resolution Hearing to the tenant by way of registered mail sent April 1<sup>st</sup>, 2011, and for which the landlord received notice of refusal of service from the post office. The tenant did not participate and the hearing proceeded in the tenant's absence.

### Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

### Background and Evidence

The rental unit consists of a two bedroom condominium. Pursuant to a written agreement, the fixed term tenancy started on February 1<sup>st</sup>, 2010 and ended February 28<sup>th</sup>, 2011.

The rent was \$1400.00 payable on the first of each month and the tenant paid a security deposit of \$700.00. Condition inspection reports were completed at the start and the end of the tenancy.

In her documentary evidence, the landlord provided copies of the condition inspection reports, which showed that the tenant was absent during the move-out inspection.

The landlord testified that a friend attended on the tenant's behalf; he signed the under the tenant's move-out portion of the report, however he refused to sign on the portions concerning the condition of the unit and the deductions from the security deposit.

The landlord testified that the tenant paid rent for February 2011 rent with \$700.00 cash and a \$700.00 cheque. The landlord stated that the cheque was returned NSF (No Sufficient Funds) from the bank.

The landlord provided a strata statement of account for the tenant's use of the lounge with the fee for the tenant's NSF cheque for its use; and a \$100.00 fee for failing to notify the resident manager and moving out outside permissible hours.

The landlord also testified that the unit needed additional cleaning. She stated that she had the carpets professionally cleaned throughout; that stains in the second bedroom could not be removed and that an odour of pet urine prevailed. She stated that the carpets were 4 to 5 years old. She provided a quote to replace the carpet in the second bedroom for \$680.96; she said that the owner had the work done by another company, however she did not have that invoice and she did not know what the owner ultimately paid.

The landlord provided receipts in support of her claim as follows:

- Carpet cleaning: \$ 224.00
- Carpet replacement: \$ 680.96 (quote only)
- Strata penalty fee: \$ 73.60 (includes \$33.60 NSF charge)

- Strata penalty fee: \$ 100.00
- Unpaid rent for March 2011: \$ 725.00 (includes \$25.00 NSF charge)
- Total: \$1879.56

### Analysis

I accept the landlord's undisputed testimony that she served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. Refusing delivery of registered mail does not discharge the tenant's obligation towards the landlord. I find that the tenant ought to have had knowledge of the date scheduled for this hearing.

Section 37 of the *Residential Tenancy Act* provides in part that upon vacating a rental unit, the tenant must leave the unit reasonably clean and undamaged, except for reasonable wear and tear. On the evidence I find that the tenant did not comply with the Act and that he left the unit in a condition that was beyond reasonable wear and tear, and that the landlord's additional cleaning was justified.

The *Residential Policy Guidelines* provide an estimated useful life for various items, including finishes in rental accommodations for reasonable wear and tear. In the case of carpets that useful life is ten years. In the absence of receipts and in consideration that the carpet already had expended half its useful life, I grant the landlord a nominal amount of \$175.00 for carpet replacement.

I accept the landlord's evidence and her monetary claims concerning the unpaid rent, the strata fees and the additional cleaning for a claim totalling \$1297.60.

### Conclusion

I authorize the landlord to retain the tenant's \$700.00 security deposit for a balance owing of \$597.60. Since the landlord was successful, I award the landlord recovery of the \$50.00 filing fee. Pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$647.60.

This Order may be registered 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: July 12, 2011.

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Residential Tenancy Branch