



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNR, MNSD*

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act*, for a monetary order for unpaid rent for the month of March 2011, for unpaid utility bills and for the cost of cleaning the carpets. The landlord also applied to retain the security deposit in partial satisfaction of his claim.

The notice of hearing was served on the tenant on May 20, 2011, in person by the landlord, at the tenants' forwarding address. Despite having been served with the notice of hearing, the tenants did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Has the landlord established a claim for costs incurred to clean the rental unit? Does the tenant owe the landlord rent and utilities? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The tenancy started on August 01, 2010. The rent was \$850.00 due in advance on the first day of each month. The tenant paid a security deposit in the amount of \$425.00. The tenant also paid a pet deposit of \$200.00 which was returned to the tenant on February 04, 2011 to pay their overdue gas bill.

The landlord was away on vacation and returned on March 17, 2011 to find that the tenant had moved out. In addition, the tenant put a stop payment on rent for March. The landlord filed a copy of this cheque.

The parties met on March 20, 2011 to conduct a move out inspection and the tenants signed the report, in agreement to cover the cost of cleaning the carpet, unpaid rent and outstanding utilities. The tenants agreed to allow the landlord to keep the security deposit.

Despite agreeing to pay the landlord, the tenant did not pay the amount due to the landlord and therefore, the landlord filed this application.

The landlord filed copies of the tenancy agreement, stopped cheque, inspection reports, utility bills and a receipt for carpet cleaning.

The landlord is claiming the following:

1.	Rent for march 2011	\$850.00
2.	Cost of Utilities	\$619.60
3.	Carpet cleaning	\$78.40
	Total	<b>\$1,548.00</b>

### **Analysis**

Based on the sworn undisputed testimony of the landlord and the move out inspection report signed by the tenant, I accept the landlord's claim for rent, utilities and carpet cleaning. Overall, the landlord has established a claim for the amount of \$1,548.00.

I order that the landlord retain the security deposit of \$425.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$1,123.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord a monetary order in the amount of **\$1,123.00**.

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: August 29, 2011.

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Residential Tenancy Branch