



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for unpaid rent, for damage or cleaning of the rental unit, for an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

Background and Evidence

This tenancy began on September 1, 2007, with the parties entering into a written tenancy agreement. The Tenant paid the Landlord a security deposit of \$342.50 on August 17, 2007.

On November 30, 2010, the Tenant vacated the property. The Landlord is claiming the Tenant did not pay all the rent that was due and failed to clean the carpets before he left the rental unit.

The Agent for the Landlord testified that the Tenant was informed that he owed \$670.00 for short payments of rent during the tenancy before he vacated the rental unit. The Agent explained that the Tenant did not participate in the move condition inspection report, and he did not provide his forwarding address in writing.

The Landlord submitted in evidence copies of the tenancy agreement, a ledger report for the Tenant's rent payments, an invoice for carpet cleaning at the rental unit in the amount of \$106.40, and a copy of the outgoing condition inspection report.

The ledger report indicates the Tenant failed to pay rent of \$670.00 and a carpet cleaning charge in the amount of \$106.40.

In reply, the Tenant testified that he had paid all the rent due before he left. The Tenant testified that when the Landlord informed him at the end of the tenancy that he owed rent money he gave all his rent receipts to an Agent for the Landlord to figure it out for him.

The Tenant agreed he had not provided the Landlord with a copy of his forwarding address in writing.

The Tenant alleges that the Agent for the Landlord paid for his shortfalls in rent with the Agent's personal credit card, to help him out. The Tenant testified he gave his rent payment receipts to the Agent and did not keep copies.

The Agent denied he received rent receipts from the Tenant. The Agent explained that he had no need for them, as he had copies of the receipts and he also had the ledger. The Agent denies using his personal credit card to help the Tenant.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find that the Tenant has breached section 26 of the Act by failing to pay rent when due, and section 37 of the Act by failing to clean the carpets when he vacated.

The evidence indicates that the carpets were not professionally cleaned when the Tenant left, as required under the Act and the tenancy agreement.

I accept the evidence of the Landlord's ledger and the Agent's testimony that the Tenant owes \$670.00 in rent payments. I find the Tenant had insufficient evidence to prove he paid all the rent due.

I find the breaches of the Act by the Tenant have caused the Landlord to suffer losses.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find that the Landlord has established a total monetary claim of \$826.40, comprised of \$670.00 in rent, \$106.40 for carpet cleaning and the \$50.00 fee paid for this application.

I order that the Landlord may retain the security deposit and interest of **\$349.59** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$476.81**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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: September 13, 2011.

Residential Tenancy Branch