



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNDC, MNSD, FF

Introduction

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

The Tenants were each served the Notice of Hearing and Application for Dispute Resolution by courier during the postal disruption that occurred in June of 2011. Service by courier was allowed by the Director at that time. Furthermore, once the disruption ceased, the Landlord served the Tenants by registered mail, sent on July 12, 2011, and deemed under the Act to be received five days later. Despite this the Tenants did not appear at the hearing. I find the Tenants were duly served under the Act.

Two Agents for the Landlord appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenants?

Background and Evidence

This tenancy began November 1, 2009, with the parties entering into a written tenancy agreement. The Tenants paid the Landlord a security deposit of \$475.00 on October 6, 2009. At the end of the tenancy the month to month rent was \$950.00

Based on the affirmed testimony and the evidence provided by the Landlord, I find that the Tenants gave their Notice to End tenancy to the Landlord on or about April 19, 2011. The Tenants vacated the rental unit on May 31, 2011, however, they did not pay all of the rent for May. Of the \$950.00 due for May, the Tenants only paid \$475.00.

The Landlord is claiming for costs it incurred to clean the rental unit due to the condition it was left in by the Tenants.

The Landlord claims \$60.00 for cleaning the stove and kitchen in the rental unit.

The Landlord further claims \$201.60, to clean, deodorize and sanitize the carpets in the rental unit. The Agents explained the extra cleaning was required since the Tenants had two cats, in contravention of the tenancy agreement, in the rental unit.

The Landlord is also claiming \$70.00 for keys for the building, rental unit and mailbox, which were not returned by the Tenants. This also created a need to change the locks.

The Landlord claims \$50.00 for the filing fee for the Application.

Analysis

Based on the above, the uncontradicted testimony and evidence, and on a balance of probabilities, I find that the Tenants breached the Act by failing to pay rent, by failing to clean the rental unit and carpets, and by failing to return keys.

I find the breaches of the Tenants caused the Landlord to suffer a loss of \$806.60.

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 **\$856.60** comprised of the above described amounts and the \$50.00 fee paid for this application.

I order that the Landlord may retain the deposit of **\$475.00** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$381.60**. 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 26, 2011.
