



# 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 was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for damage to the rental unit; for a monetary Order for unpaid rent; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were personally served to each Tenant at their new home on June 21, 2011. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Act*, however the Tenants did not appear at the hearing.

### Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to retain all or part of the security deposit in compensation for unpaid rent and damage to the rental unit; and to recover the filing fee for the cost of this Application for Dispute Resolution.

### Background and Evidence

The Landlord stated that this tenancy began on February 01, 2011; that the Tenants paid a security deposit of \$400.00; that they were required to pay monthly rent of \$850.00; that the Tenants gave written notice to vacate the rental unit by May 31, 2011; and that they did not vacate the rental unit until June 07, 2011.

The Landlord stated that the Tenants did not pay rent for June and he is seeking compensation for the seven days the Tenants retained possession of the rental unit.

The Landlord is seeking compensation, in the amount of \$140.00 for cleaning the carpets, which he stated were not cleaned at the end of the tenancy. The Landlord submitted a receipt that indicates this expense was incurred.

The Landlord is seeking compensation, in the amount of \$212.80 for repairing drywall that was damaged by moisture in the bathroom. The Landlord believes that the

damage was caused by water being left on the floor of the bathroom after the end of a shower. The Landlord submitted a receipt that indicates this expense was incurred.

### Analysis

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that this tenancy began on February 01, 2011; that the Tenants paid a security deposit of \$400.00; that they were required to pay monthly rent of \$850.00; that the Tenants gave written notice to vacate the rental unit by May 31, 2011; and that they did not vacate the rental unit until June 07, 2011.

As the Tenants did not vacate the rental unit by May 31, 2011, I find that they are obligated to pay rent, on a per diem basis, for the days they remained in possession of the rental unit. I find that the Tenants must compensate the Landlord for the seven days in June that they remained in possession of the rental unit, at a daily rate of \$28.33, which equates to \$198.31.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant failed to comply with section 37(2) of the *Act* when they failed to clean the carpet at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*, which in these circumstances is \$140.00 to repair the stair railing.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant failed to comply with section 37(2) of the *Act* when they failed to repair the drywall that was damaged by water being left on the bathroom floor. I therefore find that the Landlord is entitled to compensation for damages that flow from the Tenant's failure to comply with the *Act*. Although the Landlord has established that he paid \$212.80 to repair the drywall, I find that I am unable to award compensation in this amount, as the total compensation awarded would then exceed the amount of compensation claimed by the Landlord. For these reasons I only award the Landlord compensation in the amount of \$61.69, which brings the total award for damages and unpaid rent to \$400.00.

I find that the Landlord's application has merit and I find that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

### Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$450.00, which is comprised of \$198.31 in unpaid rent, \$201.69 in damages, and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution.

Pursuant to section 72(2) of the Act, I authorize the Landlord to retain the Tenant's security deposit in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$50.00. In the event that the Tenants do not comply with this Order, it may be served on the Tenants, filed with the Province of British Columbia 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: September 20, 2011.

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Residential Tenancy Branch