



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes:

MNR, MNDC

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for rent owed. The landlord was also claiming reimbursement for cleaning of the suite, carpet and blinds. .

Despite being served by registered mail sent on June 6, 2011, the respondent did not appear.

Issue(s) to be Decided

The issue to be determined, based on the testimony and evidence, is whether or not the landlord is entitled to monetary compensation for rental arrears owed and compensation for cleaning.

Background and Evidence

The tenancy began in June 2007 and rent was \$510.00. A security deposit of \$300.00 was paid. A copy of the tenancy agreement was submitted into evidence.

The landlord testified that the tenant fell into arrears of \$510.00 rent and also gave no written notice and left without paying \$510.00 rent due on April 1, 2011 for total arrears of \$1,020.00.

The landlord testified that the tenant had vacated without leaving the unit reasonably clean and the landlord incurred costs of \$115.50 for general cleaning, \$80.00 to clean the carpets and \$47.17 for cleaning blinds. The landlord submitted a copy of the move-out condition inspection report and invoices. The total claim was for \$1,264.67.

Analysis

With respect to the rent owed, I find that section 26 of the Act states that rent must be paid when it is due, under the tenancy agreement, whether or not the landlord complies with the Act, the regulations or the tenancy agreement. Accordingly I find that the tenant must compensate the landlord for rental arrears in the amount of \$1,020.00.

With respect to the cleaning claim, I find that section 37(2) of the Act states that, when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. In this instance, I find that the tenant did not comply with section 37 of the Act and that cleaning costs were incurred for which the landlord is entitled to be compensated in the amount of \$244.67.

Given the above, I find that the landlord has established a total monetary claim of \$1,314.67 comprised of rental arrears, cleaning costs and the \$50.00 paid for this application.

I order that the landlord retain the tenant's security deposit and interest of \$307.18 in partial satisfaction of the claim, leaving a balance of \$1,007.49 in favour of the landlord.

Conclusion

I hereby grant the Landlord an order under section 67 for \$1,007.49. This order must be served on the Respondent and may be filed in the Provincial Court (Small Claims) 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 07, 2011.

Residential Tenancy Branch