



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for unpaid rent, to keep all or part of the security deposit and recovery of the filing fee.

The landlord participated in the conference call hearing but the tenant did not. The landlord presented evidence that the tenant was served with the application for dispute resolution and notice of hearing by registered mail. I found that the tenant had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence.

Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

Background and Evidence

This fixed term tenancy began January 2011 with monthly rent of \$865.00 and the tenant paid a security deposit of \$432.50. On June 6, 2011 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent, the tenant has not filed to dispute this notice.

The landlord testified that the tenant did not pay the \$865.00 June 2011 rent or the \$865.00 July 2011 rent and that the tenant owes the landlord a total of \$1730.00 in unpaid rent. The landlord stated that the tenant did not clean the rental unit prior to vacating nor did the tenant shampoo the carpets. The landlord is seeking \$112.00 compensation for general suite cleaning and \$78.40 for compensation for carpet cleaning.

The landlord has submitted into evidence, a copy of the signed move-out condition inspection report that reflects the un-clean condition of the rental unit at the tenant's time of vacating which was July 7, 2011.

The landlord in this application is seeking compensation in the amount of \$1920.40 for unpaid rent and cleaning costs.

Analysis

Based on the documentary evidence and testimony I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for unpaid rent and cleaning costs.

The tenant has not paid the June or July 2011 rent that was owed to the landlord nor has the tenant reimbursed the landlord for the costs of cleaning the rental unit.

Accordingly I find that the landlord is entitled to a monetary order for \$1920.40.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$1920.40 in unpaid rent and cleaning costs. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$432.50 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$1537.90**.

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: October 24, 2011.

Residential Tenancy Branch