

DECISION

Dispute Codes MND, MNR, MNDC, MNSD, FF

Introduction

This is an application filed by the Landlord for a monetary order for loss of rental income, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, to keep all or part of the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. The Tenant has confirmed receiving the Landlord's notice of hearing package, evidence and amended monetary claim. The Tenant has not filed any evidence.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Background and Evidence

This Tenancy began on January 1, 2006 on a fixed term tenancy for 6 months and is now on a month to month tenancy as shown in the submitted copy of the signed tenancy agreement. Both parties agree that the current monthly rent is \$2,225.03 payable on the 1st of each month and a security deposit of \$1,050.00 was paid on November 3, 2005. The Landlord also holds a key deposit of \$65.00. The Tenant gave written notice to vacate the rental unit on May 31, 2011 and end the Tenancy on June 30, 2011. The Tenant did not vacate the rental unit until July 13, 2011.

The Landlord states that the Tenant was served with the notice of hearing package by registered mail on July 27, 2011 as shown in the submitted copy of the Canada Post Registered Mail Receipt/Tracking Numbers. The Tenant has confirmed receipt of the notice and the Landlord's evidence packages and has made detailed references to them during the hearing.

The Landlord is claiming \$958.36 consisting of a pro-rated rent amount of \$933.07 for overholding the rental unit from July 1 to 13, 2011. The Landlord is also seeking a \$25.00 late rent fee for July 2011. The Tenant does not dispute this claim.

The Landlord is claiming \$100.00 for the removal of an alarm system and the repairs/painting of the walls. The Landlord relies on the signed condition inspection report for the move-out. The Tenant does not dispute this claim.

The Landlord is claiming \$95.20 for window cleaning of the rental unit. The Tenant does not dispute this claim.

The Landlord is claiming \$487.20 consisting of \$200.00 for carpet cleaning, \$235.00 for drapery cleaning and the 12% HST. The Landlord relies on the completed condition inspection report for the move-out. The Tenant disputes the carpet cleaning cost as he refers to a note on the condition inspection report. The note refers the Tenant giving furniture to the on site property manager in lieu of a cleaning charge. The Tenant states that this is for the carpet as well. The Landlord states that cleaning is separate from carpet cleaning. The Tenant conceded that he has no supporting evidence that the carpet cleaning was part of the agreement of giving furniture in lieu of cleaning charges.

The condition inspection report submitted displays a signature of the Tenant dated on July 13, 2011 that he agrees to the deducted amounts noted in the condition inspection report of \$1,546.56. The Landlord states that the increased amount is based on the invoices/receipts submitted and that the previous amount was estimated. The Tenant has confirmed that he signed the authorization of the deductions on the date indicated.

Analysis

Based upon the submitted evidence and direct testimony of both parties, I am satisfied that the Tenant was properly served with the notice of hearing and evidence packages of the Landlord. The Tenant did not file any evidence.

I find based upon the above facts that the Landlord has established a claim for the amended monetary amount of \$1,690.48, with the exception of the \$25.00 late rent fee. I find that the Landlord is not entitled to this fee as there was no expectation of regular rent to apply this fee. The Landlord has established a total claim of \$1,665.48. The Landlord holds a \$1,050.00 security deposit, \$65.00 key deposit and the accrued interest of \$32.63 for the security deposit for a total of \$1,147.63. I order that the Landlord may retain the \$1,147.63 to offset the monetary claim of \$1,665.48. The Landlord is entitled to recover the \$50.00 filing fee. I grant the Landlord a monetary order under section 67 for the balance due of \$567.85. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$567.85.

The Landlord may retain the security deposit, key deposit and accrued interest for the security deposit.

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 31, 2011.

Residential Tenancy Branch