



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, MNDC, FF

### Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent and for damage of loss under the Act, regulations or tenancy agreement, to retain the Tenant's security deposit and to recover the filing fee for this proceeding.

The Landlord said she served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on July 19, 2011. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

### Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?
3. Is there loss of damage and if so how much?
4. Is the Landlord entitled to compensation for the loss or damage and if so how much?
5. Is the Landlord entitled to keep the Tenant's security deposit?

### Background and Evidence

The Landlord said this tenancy started on July 1, 2010 for this rental unit as part of an employment agreement. The Landlord said the employment agreement ended January 31, 2011 and the tenancy ended March 31, 2011. Rent was \$780.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$350.00. The Landlord said the Tenant moved out of the rental unit on or before March 31, 2011 as the Landlord said they had an Order of Possession for the rental unit dated March 31, 2011.

The Landlord said that the Tenant did not pay \$780.00 of rent for each month of February and March, 2011. As well the Landlord said the Tenant left the rental unit in an unclean state, so the landlord is claiming \$225.00 for cleaning and shampooing the carpets.

As well the Landlord said they are claiming late fees as indicated in the tenancy agreement of \$140.00 for February and \$155.00 for March, 2011. The Landlord

continued to say they are also requesting to retain the Tenant's security deposit and the Landlord requested to recover the \$50.00 filing fee for this proceeding.

### Analysis

Section 26 of the Act says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

As the Tenant did not have the right to withhold part or all of the rent for February and March, 2011, I find for the Landlord and award the Landlord unpaid rent for February, 2011 of \$780.00 and for March, 2011 of \$780.00.

As well the Landlord is entitled to late payment fees for February and March, 2011 according to the Act in the amount of \$25.00 for each month totally \$50.00.

I also accept the Landlord's testimony and evidence that the Tenant left the unit in an unclean state and the Landlord has a loss or damage for \$225.00 for cleaning and shampooing the carpets.

As the Landlords have been successful in this matter, they are also entitled to recover from the Tenant the \$50.00 filing fee for this proceeding. I order the Landlords pursuant to s. 38(4) and s. 72 of the Act to keep the Tenant's security deposit in partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

	Rent arrears:	\$ 1,560.00
	Late fees (2)	\$ 50.00
	Carpet cleaning	\$ 225.00
	Recover filing fee	\$ 50.00
	Subtotal:	\$ 1,885.00
Less:	Security Deposit	\$ 350.00
	Subtotal:	\$ 350.00
	Balance Owing	\$ 1,535.00

Conclusion

A Monetary Order in the amount of \$1,535.00 has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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*.

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Residential Tenancy Branch