



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, O

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for damage to the rental unit, and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 9:40 a.m. in order to enable the tenant to connect with this 9:30 a.m. hearing. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. The landlord testified that she sent a copy of the dispute resolution hearing package to the tenant by registered mail on September 19, 2011. She provided the Canada Post Tracking Number to confirm this mailing. She said that the landlord had the tenant's mailing address because the landlord assisted the tenant with the move from the rental premises to his new location at the end of August 2011. I am satisfied that the landlord served this package and the landlord's written evidence to the tenant in accordance with the *Act*.

At the hearing, it became apparent that the final two pages of the landlord's 28 page fax of written evidence had not been received by the Residential Tenancy Branch (RTB). The landlord testified that these two pages relating to the landlord's payment of the noise violation fines to the strata council were part of the fax sent to the RTB and to the tenant. I advised the landlord that I would allow her to fax these missing two pages of the landlord's evidence if the landlord did so by 4:00 p.m. on the day of the hearing. Within one-half hour of the end of the telephone conference hearing, the RTB received the landlord's written evidence missing from the landlord's original fax. I have taken this additional evidence into account in reaching my decision.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for damage and losses arising out of this tenancy? Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested? Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This one-year fixed term tenancy commenced on March 19, 2011. Monthly rent was set at \$900.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$450.00 security deposit paid on March 8, 2011.

The landlord entered into written evidence a copy of the March 20, 2011 joint move-in condition inspection report and the August 31, 2011 joint move-out condition inspection report. The tenancy ended on August 31, 2011, at which time the tenant vacated the rental unit.

The landlord applied for a monetary award of \$699.68 for the following items:

Item	Amount
Fines Imposed by the Strata for the Tenant's Noise Violations	\$400.00
Cleaning	200.00
Carpet Cleaning	99.68
Total Monetary Award Requested	\$699.68

The landlord also asked for authorization to recover the filing fee for this application and to retain the tenant's security deposit to partially offset the monetary award requested.

Analysis

Based on the undisputed oral and written evidence presented by the landlord, I am satisfied that the tenant did not leave the rental unit in a clean and undamaged condition at the end of this tenancy. The tenant signed the joint move-out condition inspection confirming the condition of the rental unit when he ended this tenancy on August 31, 2011. For these reasons and after reviewing the landlord's receipts for cleaning and carpet cleaning, I issue a monetary award to the landlord for the landlord's requested claim of \$200.00 for cleaning and \$99.68 for carpet cleaning.

I am also satisfied that the landlord did incur losses arising out of this tenancy as the landlord did pay \$400.00 to the strata council. This \$400.00 payment was for three violations of the strata council's noise bylaw arising out of this tenancy from June 3, 2011 until July 25, 2011. I issue a monetary award of \$400.00 for these losses.

As the landlord has been successful in this application, I allow the landlord to recover the \$50.00 filing fee from the tenant. I allow the landlord to retain the tenant's security deposit plus applicable interest in partial satisfaction of the landlord's monetary award. No interest is payable over this period.

Conclusion

I issue a monetary award in the landlord's favour in the following terms which allows the landlord to recover damage and losses arising out of this tenancy, to recover the landlord's filing fee, and to retain the tenant's security deposit in partial satisfaction of the landlord's monetary award.

Item	Amount
Fines Imposed by the Strata for the Tenant's Noise Violations	\$400.00
Cleaning	200.00
Carpet Cleaning	99.68
Less Security Deposit	-450.00
Recovery of Filing Fee for this application	50.00
Total Monetary Order	\$299.68

The landlord is provided with these Orders in the above terms and the tenant must be served with a copy of these Orders as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: December 01, 2011

Residential Tenancy Branch