



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent only. The tenants did not attend.

The landlord's agent testified she served both tenants with the notice of hearing documents, pursuant to Section 59(3) of the Residential Tenancy Act (Act) by registered mail on November 9, 2011 in accordance with Section 89. As per Section 90, the documents are deemed received by the landlord on the 5<sup>th</sup> day after it was mailed.

The landlord also submitted an amendment to the original claim on January 17, 2011 increasing the amount of the claim. The landlord's agent testified she served both tenants with the amended Application, pursuant to Section 59(3) of the Residential Tenancy Act (Act) by registered mail in accordance with Section 89.

Based on this testimony, I find the tenants have been sufficiently served with notice of this hearing

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for late fees; for carpet cleaning; replacement drapes; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlord submitted a copy of a tenancy agreement signed by both parties on September 21, 2010 for a 1 year fixed term tenancy beginning on October 1, 2010 that converted to a month to month tenancy on October 1, 2011 for the monthly rent of \$975.00 due on the 1<sup>st</sup> of each month with a security deposit of \$475.00 paid. The tenancy ended on November 1, 2011.

The landlord also submitted a copy of a Condition Inspection Report signed by the tenant CR and the landlord's agent agreeing with the condition outlined in the report, including carpets being dirty and all drapes were in satisfactory condition.

The Report includes the tenant CR's signature agreeing for the landlord to retain the security deposit to satisfy, in part, unpaid rent and late fees in the amount of \$815.00 and carpet cleaning in the amount of \$100.80.

The landlord also seeks compensation for missing drapes in the amount of \$225.79. Despite the Condition Inspection Report, the landlord's agent testified that during the move out inspection the drapes were in the bathroom but that when she returned later they had been removed.

The landlord's agent testified the tenant acknowledged they were taken in error and offered to return them but to date; the landlord has not received them back. The landlord purchased replacements.

### Analysis

I accept that the tenants have already acknowledged, in the Condition Inspection Report, that they owe the landlord \$815.00 for rent, parking and late fees and \$100.80. I also accept that the tenants have given written permission for the landlord to retain the security deposit to be able to pay this debt.

As to the landlord's claim for replacement drapes, in the absence of any testimony or evidence from the tenant's I accept the landlord has incurred this loss as a result of this tenancy, in the amount of \$225.79.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1191.59** comprised of \$815.00 rent/parking/late fees owed; \$100.80 carpet

cleaning; \$225.79 drapery replacement and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$475.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$716.59**.

This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: January 26, 2012.

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Residential Tenancy Branch