



# 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 an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both the landlord and the tenant participated in the conference call hearing.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on February 1, 2011. Rent in the amount of \$895 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$447.50. The tenant did not pay rent for August, and then she moved out without giving notice. The tenant also did not pay for rent for September. The tenant acknowledged that she owed rent for August and September 2011.

The landlord has claimed \$145 for carpet cleaning, as the tenant did not have the carpets professionally cleaned when she vacated. The tenant agreed in the addendum of the tenancy agreement to professionally clean the carpets at the end of the tenancy. The landlord has also claimed \$75 for cleaning, as the tenant did not properly clean the unit, and the fridge and stove were particularly filthy. The landlord provided photographs of the dirty condition of the rental unit at the end of the tenancy.

The tenant's response was that she did vacuum and clean before moving out. She acknowledged that she did not clean the fridge and stove. She moved out because there was mould in the apartment. She tried to clean the unit as best she could.

### Analysis

In considering all of the evidence, I find that the landlord is entitled to their claim in its entirety. The tenant acknowledged the amounts claimed for unpaid rent for August and September 2011. The landlord's claim for cleaning is reasonable, given the condition of some of the items in the rental unit at the end of the tenancy. The tenant agreed in the addendum of the tenancy agreement to professionally clean the carpets at the end of the tenancy, and I find that this term is reasonable.

As the landlord's claim was successful, they are also entitled to recovery of the \$50 filing fee for the cost of their application.

### Conclusion

The landlord is entitled to \$2060. I order that the landlord retain the security deposit of \$447.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1612.50. This order may be filed in the Small Claims Court and 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: December 5, 2011.

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Residential Tenancy Branch