



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 hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for unpaid rent, compensation for damage and loss under the Act, regulation or tenancy agreement, recovery of the filing fee, and an order to retain the security deposit in partial satisfaction of the claim.

The Landlord testified that they served the Tenant, by registered mail with the Application for Dispute Resolution and Notice of Hearing on November 09, 2011, and provided the tracking information from the Canada Post receipt. I find that the Tenant was served the Application and Notice of Hearing in accordance with section 89 of the Residential Tenancy Act (the "Act").

The Tenant did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order for unpaid rent, compensation for damage and loss under the Act, regulation or tenancy agreement, recovery of the filing fee, and an order to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The signed tenancy agreement between the parties was submitted in the evidence by the Landlord. The tenancy commenced on May 01, 2011 with a fixed term that was to continue to October 31, 2011, and could continue after that date on a month to month basis. The rent is due on the first day of the month in the amount of \$745.00. The tenancy agreement also indicated that parking for the Tenant's vehicle is \$5.00 per month. The Tenant paid the Landlord a security deposit of \$372.50. The Landlord submitted into evidence a copy of the move-in and move-out condition inspection report done with and signed by the Tenant on April 27, 2011 and October 31, 2011, respectively. The tenancy ended on October 31, 2011, as the Tenant moved out. The

Tenant provided her forwarding address on October 31, 2011 and the Landlord filed for dispute resolution on November 08, 2011.

The Landlord stated that the Tenant failed to pay rent for October 2011 in the amount of \$745.00, and for monthly parking for October 2011 in the amount of \$5.00. The Landlord stated that the Tenant did not clean the carpets at move-out and agreed in writing on the move-out condition inspection report that the Landlord may deduct \$89.60 from her security deposit for the cost of carpet cleaning. The Landlord submitted a copy of the carpet cleaning bill into evidence.

The Landlord is claiming \$745.00 for unpaid rent for October 2011, \$5.00 for monthly parking for October 2011, \$89.60 for carpet cleaning costs incurred, the filing fee for this Application, and an order to retain the security deposit.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Section 26 of the Act requires a Tenant to pay rent when it is due under the tenancy agreement. In this case, the tenancy agreement between these parties is that rent is due on the first of the month. The Tenant failed to pay rent for October 2011 and the tenancy did not end until October 31, 2011. I find that the Landlord is entitled to \$745.00 unpaid rent for October 2011.

I also find that the Tenant failed to pay for the monthly parking for October 2011, as a result the Landlord is entitled to \$5.00 for parking.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find there is no dispute that the Tenant did not perform carpet cleaning in the unit. The Tenant has authorized the Landlord on the move-out condition inspection report to deduct \$89.60 from the security deposit for carpet cleaning. I allow the Landlord's claim for \$89.60 for carpet cleaning.

As the Landlord has succeeded in their Application, I find that the Landlord is entitled to recover the \$50.00 fee for this proceeding. This brings the balance of the amount owing to the Landlord to **\$889.60** (\$745.00 rent for October 2011+ \$5.00 parking for October 2011+ \$89.60 carpet cleaning + \$50.00 filing fee).

The Landlord holds the Tenant's security deposit of \$372.50. I order that the Landlord retain the security deposit, in partial satisfaction of the claim. I grant the Landlord an order under section 67 for the balance due of **\$517.10**.

Conclusion

I grant the Landlord's claim in the amount of \$889.60, for unpaid rent for October 2011, parking for October 2011, carpet cleaning, and the filing fee. As I have ordered that the Landlord retain the security deposit (\$372.50), I find that the Landlord is entitled to monetary order for the balance owing pursuant to section 67 against the Tenant in the amount of **\$517.10**. This order must be served on the Tenant and may be filed in the Provincial Court (Small Claims).

The order accompanies the Landlord's copy of this decision.

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: February 13, 2012.

Residential Tenancy Branch