



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNSD and FF

Introduction

This hearing was convened on the landlord's application of January 18, 2012 for a Monetary Order for unpaid rent, cleaning and repair of the rental unit, recovery of the filing fee for this proceeding and authorization to retain the tenants' security and pet damager deposits in set off against the balance found to be owed.

Issue(s) to be Decided

This matter requires a decision on whether the landlord is entitled to a monetary award for the claims submitted and authorization to retain all or part of the security and pet damage deposit in set off against the balance.

Background, Evidence and Analysis

This tenancy began on June 1, 2011 under a fixed term rental agreement set to end on May 31, 2012. Rent was \$688 per month and the landlord holds security and pet damage deposits of \$375 and \$200 respectively.

During the hearing, the landlord's representatives gave evidence that the tenant vacated the rental unit in early September 2011 after having been served with a Notice to End Tenancy for cause on August 8, 2011 and which set an end of tenancy date of September 30, 2011. The landlord stated that the tenant left without providing notice, forwarding address or returning the keys.

The tenant's representative, his mother, stated that she had returned the keys under the manager's door but hadn't identified them.

The landlord claims and I find as follows:

Rent for September 2011 - \$713. The tenant did not pay the \$688 rent due on September 1, 2011 and the landlords incurred and claim a bank charge of \$25, payable by the tenant as per the rental agreement. Therefore, the landlord claims the \$688 for September and the \$25 bank fee. I note this totals \$713 rather than \$712 as submitted by the landlord and I have adjusted the claim accordingly. It is allowed in full.

General cleaning - \$325. The landlord has submitted an itemized list of cleaning required in the rental unit supported by photographs taken at the end of the tenancy. While the tenant's mother stated that she had done some cleaning, I find that the claim is reasonable for the amount of work represented in the photographs. It is allowed.

Refuse removal - \$50. This claim is based on disposal of a couch, garbage and other materials left by the tenant. It is allowed in full.

Lift kitchen vinyl floor - \$150. The landlord reduced this claim to \$50 and it is allowed.

Filing fee - \$50. As the application has succeeded on its merits, I find that the landlord is entitled to recover the filing fee for this proceeding from the tenant.

Security and pet damage deposits – (\$375 + \$200 = \$275). The tenant provided a forwarding address to the landlord on December 21, 2011 which was received on January 6, 2012 and which resulted in the present application made on January 18, 2012. Therefore, as authorized under section 72 of the *Act*, I find that the landlord is entitled to retain the deposits in set off against the balance owed.

Thus, I find that the tenant owes to the landlord an amount calculated as follows:

Unpaid rent for September 2011	\$ 688.00
General cleaning	325.00
Refuse removal	50.00
Lift kitchen vinyl floor	50.00
Filing fee	50.00
Sub total	\$1,188.00
Less retained security and pet damage deposits (no interest due)	- 575.00
TOTAL remaining balance owed to landlords by the tenants	\$ 613.00

Conclusion

In addition to authorization to retain the tenants' security and pet damage deposits in set off, the landlords' copy of this decision is accompanied by a Monetary Order for **\$613.00**, enforceable through the Provincial Court of British Columbia, for service on the tenant.

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: March 23, 2012.

Residential Tenancy Branch