



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, FF

### Introduction

This conference call hearing was convened in response to the landlord's application for a Monetary Order for unpaid rent and for damage to the rental unit; to keep the security deposit; and to recover the filing fee associated with this application.

The landlord participated in the hearing and provided affirmed testimony. She testified that she served the Notice of a Dispute Resolution Hearing to the tenant by way of registered mail sent on February 2, 2012, and provided a Canada Post tracking number. The tenant did not participate and the hearing proceeded in the tenant's absence.

### Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

### Background and Evidence

The rental unit consists of an apartment in a multi-unit complex. Pursuant to a written agreement, the month to month tenancy started on July 15, 2011. The rent is \$785.00 per month and the tenant paid a security deposit of \$392.50. Condition inspection reports were completed at the start and the end of the tenancy.

The landlord testified that the tenant moved out on January 15, 2012 without paying rent for that month. The landlord said that the tenant indicated that she would forfeit the security deposit. The landlord said that she told the tenant that this was not an appropriate method to pay the rent. Concerning the carpet cleaning, the landlord provided a copy of the condition inspection report, indicating that the tenant acknowledged the cost of carpet cleaning being deducted from the security deposit.

The landlord submitted a claim of \$785.00 for unpaid rent for January 2012, \$25.00 in rental arrears for November and December 2011, and a receipt of \$61.60 for carpet cleaning for a claim totalling \$871.60.

### Analysis

I accept the landlord's undisputed testimony that she served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the tenant knew, or ought to have had knowledge of the date scheduled for this hearing.

Based on the available evidence I accept that the tenant owes rent and the cost of carpet cleaning, and that the landlord is entitled to recover these losses as claimed.

### Conclusion

The landlord established a claim of \$871.60. I authorize the landlord to retain the tenant's \$392.50 security deposit for a balance owing of \$479.10. Since the landlord was successful, I award the landlord recovery of the \$50.00 filing fee. Pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$529.10.

This Order may be registered 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: March 28, 2012.

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Residential Tenancy Branch