



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This conference call hearing was convened in response to the landlord's application for an Order of Possession for unpaid rent; a Monetary Order for unpaid rent; 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 in person on February 24, 2011 and by registered mail. The tenant did not participate and the hearing proceeded in the tenant's absence.

At the outset, the landlord stated that the tenants moved out of the rental unit on February 27, 2012. Therefore the landlord withdrew her application for an Order of Possession.

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 is in an apartment in a multi-unit complex for subsidized living. Pursuant to a written agreement, the month to month tenancy started on August 1, 2007. The portion of rent payable by the tenant is \$602.00 per month. The tenant paid a security deposit of \$350.00 which, pursuant to the Residential Tenancy Branch's online interest calculator is calculated to total \$357.91 at the time of this application.

The landlord testified that the tenant understood the purpose of the 10 Day Notice to End Tenancy, which the landlord served in person on February 8 for unpaid rent for that month. In her documentary evidence, the landlord provided a copy of a Security Deposit Form showing rent arrears in addition to \$179.20 for carpet cleaning, which the tenant signed on February 27, 2012. To have the carpet professionally cleaned when vacating the unit is a clause that the landlord provided as evidence; also showing that the tenant signed it at the start of the tenancy.

The landlord submitted a claim with receipt as follows:

- Unpaid rent for February 2012:	\$302.00
- Carpet cleaning:	\$179.20
- Sub-total:	\$481.20

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 documentary evidence and the landlord's testimony, I accept that the tenant owes unpaid rent, and that she did not fulfill her contractual obligations

concerning cleaning the carpet. Accordingly I find that the landlord is entitled to a monetary order as claimed.

Conclusion

The landlord established a claim of \$481.20. I authorize the landlord to retain the tenant's \$357.91 security deposit for a balance owing of \$123.29. 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 \$173.29.

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 12, 2012.

Residential Tenancy Branch