



# 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 damage to the 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 24, 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 low-income housing complex. Pursuant to a written agreement, the month to month tenancy started on January 1, 2009. The rent was \$815.00 per month and the tenant paid a security deposit of \$407.50. Condition inspection reports were completed at the start and the end of the tenancy.

The landlord testified that the tenant only paid partial rent for December 2011 and owed a balance of \$420.50, and an additional \$50.00 for two NSF rent cheques. The landlord received the tenant's notice to end tenancy effective January 1, 2012. The landlord stated that the tenant was offered to complete a move-out inspection at 10 AM, December 29, 2012, but that the tenant did not attend. She stated that the carpet was 3 years old when the tenancy ended, and that the stench of urine and stains could not be resolved through professional cleaning. She said that the carpet had to be replaced, and that she charged the tenant 70% (\$925.00) of the total cost of \$1322.00. The landlord said that two doors needed to be replaced, in addition to extensive rubbish removal; she said that since the tenant did not return the keys and the lock also was replaced for \$75.00. The landlord said that final cost of repairs far exceeds the amount claimed.

The landlord provided receipts and submitted a monetary claim as follows:

|                                  |           |
|----------------------------------|-----------|
| - Repairs:                       | \$1250.75 |
| - Cleaning:                      | \$ 500.00 |
| - Unpaid rent for December 2011: | \$ 420.50 |
| - NSF bank fees:                 | \$ 50.00  |
| - Sub-total:                     | \$2221.25 |

### 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.

Section 37 of the *Residential Tenancy Act* provides in part that upon vacating a rental unit, the tenant must leave the unit reasonably clean and undamaged, except for reasonable wear and tear. Based on the oral testimony and the documentary evidence

I am satisfied on a balance of probabilities that the tenant did not comply with Section 37 and left the unit in a condition beyond reasonable wear and tear. Therefore I find that the landlord is entitled to recover the cost for repairs and unpaid rent as claimed.

### Conclusion

The landlord established a claim of \$2221.25. I authorize the landlord to retain the tenant's \$407.50 security deposit for a balance owing of \$1813.75. 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 \$1863.75.

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: April 25, 2012.

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Residential Tenancy Branch