

## **DECISION**

Dispute Codes      MNR, MNSD, FF

### Introduction

This is an application filed by the Landlord for a monetary order for unpaid rent, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, to keep all or part of the security deposit and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend. The Landlord states that the Tenant was served by Canada Post Registered Mail on March 5, 2012 and has attached in evidence a copy of the Customer Receipt for tracking. The Landlord states that confirmation that the Tenant received the package was determined by an online check. The Landlord has submitted 3 evidence packages that were also sent by Canada Post Registered Mail to the Tenant on April 25, 2012. The Tenant has filed no evidence. As such, I am satisfied that both parties were properly served with the notice of hearing and evidence packages under the Act.

### Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

### Background and Evidence

This Tenancy began on December 12, 2009 on a fixed term tenancy until December 31, 2010 and then thereafter on a month to month basis as shown in the submitted copy of the signed tenancy agreement. The monthly rent was \$850.04 payable on the 1<sup>st</sup> of each month as shown in the tenancy agreement and the submitted notice of a rent increase dated September 9, 2011 to take effect on January 1, 2012. The Landlord clarifies that although the submitted copy of the signed tenancy agreement states that the \$400.00 security deposit was taken and then crossed off the agreement and initialled that their records indicate that a security deposit was held in trust at the time of this hearing.

The Landlord states that the Tenant was served a notice to end tenancy dated February 6, 2012 with a stated effective date of March 31, 2012. The Landlord has submitted a copy of a letter dated February 27, 2012 from the Tenant that gave notice to end the tenancy on March 1, 2012. The Landlord states that the Tenant complied with this letter and the Landlord received possession of the rental unit on March 1, 2012. The

Landlord seeks the recovery of unpaid rent for March 2012 of \$850.04 as the Tenant did not provide proper notice to end the tenancy.

The Landlord also seeks recovery of \$112.00 for general cleaning for the rental unit as it was left in a dirty state. The Landlord has submitted photographs and an incomplete condition inspection report which the Tenant did not participate in. The Landlord has submitted a copy of the online purchase order for the \$112.00 expense of cleaning the rental unit.

The Landlord seeks recovery of \$156.80 for the cost of carpet cleaning. This amount is reduced at the request of the Landlord to \$78.40 based upon the online purchase order submitted by the Landlord. The Landlord explains that at the time of the application that the carpet cleaning expense was an estimate. The Landlord relies on the photographs and incomplete condition inspection report submitted into evidence.

### Analysis

I accept the undisputed testimony and documentary evidence submitted by the Landlord and find that Landlord has established a claim for \$850.04 for unpaid rent based upon improper notice to end the tenancy. As well, I find that the Landlord has established a claim for the \$112.00 for general cleaning and \$78.40 for carpet cleaning. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$400.00 security deposit in partial satisfaction of the claim and I grant the Landlord a monetary order under section 67 for the balance due of \$690.44. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The Landlord is granted a monetary order for \$690.44.  
The Landlord may retain the security deposit.

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: May 04, 2012.

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Residential Tenancy Branch