

## **Decision**

**Dispute Codes:** MNR, MNDC

### **Introduction**

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for rent owed. The landlord was also claiming reimbursement for cleaning of the suite and carpets .

Both parties appeared and gave testimony.

### **Issue(s) to be Decided**

The issue to be determined, based on the testimony and evidence, is whether or not the landlord is entitled to monetary compensation for rental arrears owed and compensation for cleaning.

### **Background and Evidence**

The tenancy began March 1, 2011 and the tenant vacated around April 6, 2012 pursuant to a Ten Day Notice to End Tenancy for Unpaid Rent issued on April 2, 2012. The rent was \$750 and a security deposit was being held in the amount of \$375.00.

The landlord testified that the tenant had defaulted on the rent and a Ten Day Notice to End Tenancy for Unpaid Rent was issued for \$250.00 in arrears. According to the landlord, the tenant actually owed \$750.00. The landlord testified that the tenant had left the unit needing general cleaning at a cost of \$60.00 and carpet cleaning costing \$112.00 and the tenant had agreed that the carpet cleaning charges would be satisfied from part of the security deposit. The landlord is requesting that they be permitted to retain the tenant's \$375.00 security deposit for rent, cleaning and the cost of this application.

The tenant testified that she paid most of her rent for April and intended on paying the final \$250.00, but on April 3, 2012, the landlord had assaulted her necessitating police intervention. The tenant testified that she had no choice but to move out immediately thereafter and felt that she should be compensated for this. The tenant acknowledged that the carpet cleaning charges had been discussed.

### **Analysis**

With respect to the rent owed, I find that section 26 of the Act states that rent must be paid when it is due, under the tenancy agreement, *whether or not the landlord complies with the Act*, the regulations or the tenancy agreement. Accordingly I find that the tenant must compensate the landlord for rental arrears in the amount of \$250.00 for rent owed.

With respect to the cleaning claim, I find that section 37(2) of the Act states that, when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. In this instance, I find that the tenant did not comply with section 37 of the Act and the landlord is entitled to \$75.00 in compensation.

Given the above, I find that the landlord has established a total monetary claim of \$375.00 comprised of \$250.00 rental arrears and \$75.00 carpet cleaning costs and the \$50.00 paid for this application.

I order that the landlord retain the tenant's security deposit in full satisfaction of the landlord's claim.

### **Conclusion**

I hereby order that the Landlord retain the tenant's \$375.00 security deposit in satisfaction of the monetary claim.

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 24, 2012.

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Residential Tenancy Branch