



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNSD, FF

Introduction

This hearing was convened by way of conference call in repose to the landlords application for a Monetary Order for unpaid rent; a Monetary Order for damage to the unit, site or property; for an Order permitting the landlord to keep all or part of the tenants security deposit; and to recover the filing fee from the tenant for the cost of this application.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on April 13, 2012. Mail receipt numbers were provided in the landlord's documentary evidence. The tenant was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlords agent appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order to recover unpaid rent?

- Is the landlord entitled to a Monetary Order for damage to the unit, site or property?
- Is the landlord entitled to keep the tenants security deposit?

Background and Evidence

The landlord's agent testifies that this month to month tenancy started as a three month fixed term tenancy on August 01, 2009. Rent for this unit was \$650.00 per month and was due on the first of each month. The tenant paid a security deposit of \$325.00 on September 05, 2009.

The landlord's agent testifies that tenant was served with a 10 Day Notice to End Tenancy on January 14, 2012 for unpaid rent of \$650.00 for January, 2012. The landlord's agent testifies the tenant moved from the rental unit sometime between January 18 and January 31, 2012 and failed to pay any rent for January, 2012.

The landlord seeks to recover unpaid rent for January, 2012 of \$650.00 and a late fee of \$25.00 for this same period as noted in the tenancy agreement between the parties.

The landlord's agent testifies that the tenant failed to clean the carpets at the end of the tenancy and this has been noted on the move out condition inspection report provided in evidence. The landlord seeks to recover the sum of \$60.00 for carpet cleaning and has provided a receipt for this work.

The landlord's agent testifies that the tenant had done some minimal cleaning of the unit but the unit was not left to a suitable standard particularly the kitchen and bathroom. The landlord had to have the rental unit cleaned and seeks to recover the sum of \$112.50 for this work. The landlord has provided a receipt for this amount in evidence.

The landlord seeks an Order to keep the tenants security deposit of \$325.00 in partial satisfaction of their monetary claim. The landlord also seeks to recover the \$50.00 filing fee from the tenant.

Analysis

The tenant did not appear at the hearing to dispute the landlords claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I have carefully considered the landlords documentary evidence and affirmed testimony before me.

Section 26 of the Act states: A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

The tenant received the 10 day Notice to End Tenancy and moved from the rental unit in January, 2012. The tenant failed to pay the rent within five days of receiving the 10 Day Notice. Consequently I find the landlord has established a claim to recover unpaid rent for January to the sum of \$650.00. The landlord will receive a monetary award for **\$650.00** for unpaid rent for January 2012 pursuant to s. 67 of the *Act*.

I have considered the landlords claim for late fees of \$25.00 and find the tenancy agreement between the parties does contain a clause that notifies the tenant that the landlord will charge late fees of \$25.00. Consequently, I find in favor of the landlords claim for late fees and the landlord is entitled to a monetary award to the sum of **\$25.00** pursuant to s. 67 of the *Act*.

With regard to the landlords claim for carpet cleaning; a tenant is responsible to clean carpets at the end of a tenancy exceeding one year. As the tenant has resided at this unit since 2009 I find the tenant is therefore responsible to clean the carpets at the end

of the tenancy. The landlord has established their claim for carpet cleaning to the sum of \$60.00 and will receive a monetary award for this amount pursuant to s.67 of the *Act*.

With regard to the landlords claim for cleaning; S. 32(2) of the *Act* states: a tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The landlord has provided sufficient evidence to support their claim with the cleaning receipt and the move in and move out inspection reports to show that the tenant failed to comply with s. 32 of the *Act*. Consequently I find in favor of the landlords claim. The landlord will recover a monetary award to the sum of **\$112.50** pursuant to s. 67 of the *Act*.

I Order the landlord to keep the tenants security deposit of \$325.00. This sum will be offset against the landlords monetary claim.

As the landlord has been successful with his claim I find the landlord is entitled to recover the **\$50.00** filing fee from the tenant pursuant to section 72(1) of the *Act*. A Monetary Order has been issued to the landlord for the following amount:

Unpaid rent for January, 2012	\$650.00
Late fee for January, 2012	\$25.00
Carpet cleaning	\$60.00
Cleaning	\$112.50
Filing fee	\$50.00
Less security deposit	(-\$350.00)
Total amount due to the landlord	\$547.50

Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$547.50**. The order must be served on the respondent and is enforceable through the Provincial Court 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: June 06, 2012.

Residential Tenancy Branch