



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNR, MNSD, OPR, SS

### Introduction

Some documentary evidence and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The applicant(s) testified that the respondent was served with notice of the hearing by personal service on January 3, 2013, however the respondent did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request for an order of possession, and a request for a monetary order for \$2175.00. The applicant is also request an order to retain the full security deposit towards the claim.

### Background and Evidence

The applicant testified that:

- She no longer requires an order of possession because the tenant vacated the rental unit on January 9, 2013.

- The tenant has however failed to pay the full rent of \$630.00 for the month of December 2012, and \$630.00 for the month of January 2013.
- She was however able to re-rent the unit for a portion of the month of January 2013 and therefore has only lost \$150.00 for the month of January 2013.
- The tenant also left the rental unit in need of significant cleaning.
- She also loaned the tenant an Internet stick, and the tenant failed to pay all the Internet charges, and at this time there is still \$615.00 outstanding. The Internet stick was not part of the tenancy agreement, it was a side agreement.

The applicant is therefore requesting a monetary order as follows:

Rent outstanding for December 2012	\$630.00
Lost rental revenue for January 2013	\$150.00
Professional cleaning costs	\$100.00
Landlord's time for cleaning	\$50.00
Carpet and drape cleaning	\$25.00
Internet charges	\$615.00
Total	\$1570.00

### Analysis

It is my finding that the landlord has shown that the tenant failed to pay any rent for the month of December 2012 and January 2013 and therefore I allow the amounts claim for those months.

It's also my finding that the tenant left the rental unit in need of significant cleaning and I also allow the landlords claim for that cleaning.

I will not allow the claim for the Internet charges, as Internet was not part of the tenancy agreement and this charge was the result of any separate agreement between the

landlord and the tenant not related to the tenancy. The residential tenancy act only has jurisdiction over claims resulting from the tenancy agreement.

Conclusion

I allow \$955.00 of the landlords claim and I therefore order that the landlord may retain the full security deposit of \$300.00 and have issued a monetary order in the amount of \$655.00.

I decline jurisdiction over the claim for Internet charges as they do not stem from the tenancy agreement.

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: January 14, 2013

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Residential Tenancy Branch

