



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Powell River Town Centre Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order. The hearing was conducted via teleconference and was attended by the landlord's agent.

The landlord submitted documentary evidence to confirm the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on December 17, 2012 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenant on the 5th day after it was mailed. Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for carpet cleaning, for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Act*.

Background and Evidence

The landlord testified the tenancy began on November 1, 2010 as a 1 year fixed term tenancy that converted to a month to month tenancy on November 1, 2011 for a monthly rent, at the end of the tenancy, of \$640.00 due on the 1st of each month with a security deposit of \$312.50 paid.

The landlord testified the tenant failed to pay rent for the months of July and August 2012; that he was issued a 10 Day Notice to End Tenancy for Unpaid Rent on August

15, 2012; and that the tenant vacated the rental unit in response to the Notice several days after it was issued.

The landlord testified that the carpets in the rental unit required cleaning at the end of the tenancy and he has submitted a receipt in the amount of \$188.34 for this cleaning.

Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all keys or other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

Residential Tenancy Policy Guideline #1 stipulates that for tenancies in excess of 1 year the tenant is responsible for steam cleaning or shampooing carpets. As the tenancy was over a year and a half in duration I find the tenant was responsible for carpet cleaning that he failed to do and the landlord is entitled to compensation in the amount claimed.

I also find, based on the landlord's undisputed testimony, that the tenant failed to pay rent for the months of July and August 2012 and the landlord is entitled to recover this loss.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,518.34** comprised of \$1,280.00 rent owed; \$188.34 carpet cleaning; and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$312.50 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1,205.84**.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: March 08, 2013

Residential Tenancy Branch

