



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes Landlord: MNSD, MNDC, FF
Tenant: MNSD

Introduction

This hearing dealt with cross Applications for Dispute Resolution with both parties seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord

As both parties had made separate Applications against each other dealing, primarily with the security deposit, I find the tenant was sufficiently served with notice of this hearing pursuant to Section 71 of the *Residential Tenancy Act (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 cleaning; carpet cleaning; and for lock replacements; 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*.

It must also be decided if the tenant is entitled to a monetary order for return of double the amount of the security deposit, pursuant to Sections 38, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted a copy of a tenancy agreement signed by the parties on July 15, 2012 for a 1 year fixed term tenancy beginning on July 15, 2012 for a monthly rent of \$850.00 due on the 1st of each month with a security deposit of \$425.00. The tenancy agreement included a clause requiring the tenant to have the carpets steam cleaned at the end of the tenancy.

The landlord testified the tenant had given notice to end the tenancy at the end of April 2013 but that she failed to vacate the rental unit completely until keys were returned to the landlord on May 22, 2013. The landlord submits that on the same date the tenant provided her forwarding street address but did not include the city or community that the forwarding address was located in.

The landlord submits the tenant had not steam cleaned the carpets and so he had them cleaned at a cost of \$115.00. In addition the unit required some cleaning at a cost to the landlord of \$100.00 and that he had to change the locks, at a cost of \$95.00, because the tenant only returned one key.

Analysis

Based on the landlord's undisputed testimony I find the tenant failed to vacate the rental unit in accordance with her notice to end the tenancy and remained in possession of the rental unit until she returned the keys to the landlord on May 22, 2013 and the landlord is therefore entitled to rent for the month of May 2013.

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.

Also based on the landlord's undisputed testimony I find the tenant failed to sufficiently clean the rental unit; steam clean the carpets; or return all keys to the rental unit at the end of the tenancy. I therefore find the tenant failed to meet her obligations under Section 37 and the landlord is entitled to compensation in the amounts claimed.

As the tenant failed to attend this hearing, I dismiss her Application for return of double the security without leave to reapply.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,210.00** comprised of \$850.00 rent owed; \$115.00 carpet cleaning; \$100.00 cleaning; \$95.00 lock changes 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 \$425.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$785.00**.

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: September 26, 2013

Residential Tenancy Branch