



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Tried and True Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNR, MNSD

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord requested compensation for unpaid rent and to retain the security deposit.

The landlord provided affirmed testimony that on September 6, 2013 copies of the Application for Dispute Resolution and Notice of Hearing and evidence were sent to the tenant via registered mail at the address noted on the Application. A Canada Post tracking number and receipt was provided as evidence of service.

The landlord obtained the address from the tenant after a request was sent to her via email in September, 2013. The tenant responded with a mailing address, which the landlord used for service.

These documents are deemed to have been served in accordance with section 89 and 90 of the Act; however the tenant did not appear at the hearing.

Preliminary Matters

The application details included a claim for carpet cleaning; this claim was considered.

Issue(s) to be Decided

Is the landlord entitled to a monetary Order for unpaid rent and carpet cleaning?

Is the landlord entitled to retain the deposit paid by the tenant?

Background and Evidence

The tenancy commenced in November 2010, rent was \$1,050.00 due on the 1st day of each month. A security deposit in the sum of \$525.00 was paid.

The landlord provided a copy of the signed tenancy agreement, emails, 10 day Notices to end tenancy and move-in and move-out inspection reports signed by each party.

On June 27, 2013 the tenant was given a 10 day Notice to end tenancy for June 2013 rent owed; the Notice also indicated that rent arrears in the sum of \$4,500.00 were owed. The tenant did not dispute the Notice and vacated the unit on July 8, 2013.

On July 7, 2013 the tenant signed a condition inspection report agreeing to unpaid rent in the sum of \$4,777.42 and carpet cleaning costs in the sum of \$125.00. The inspection report also indicated that the tenant had signed agreeing the landlord could keep the security deposit. The landlord said they spent \$84.00 on carpet cleaning.

The landlord has claimed compensation for unpaid rent as follows:

- November 2012;
- November 2011;
- December 2012
- February 2013; and
- June and July 2013 totaling \$4,777.42.

The landlord has claimed compensation in the sum of \$4,777.42 in unpaid rent and \$84.00 for carpet cleaning costs.

Analysis

Based on the affirmed testimony of the landlord and the evidence before me I find that the landlord is entitled to compensation for unpaid rent from November 2011 to July 2013, inclusive, in the sum of \$4,777.42. I have also based this decision on the inspection report signed by the tenant, agreeing rent and carpet cleaning was owed to the landlord.

I find that the landlord is entitled to compensation in the sum of \$84.00 for carpet cleaning costs. The tenant signed the inspection report agreeing to a \$125.00 deduction; the landlord spent less than that amount.

I find that the landlord is entitled to retain the \$525.00 security deposit in partial satisfaction of the claim. The tenant also provided written agreement, allowing the landlord to retain the deposit.

As the landlord has paid a \$50.00 filing fee and the claim has merit, I find that the landlord is entitled to filing fee costs.

Based on these determinations I grant the landlord a monetary Order in the sum of \$4,861.24. In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Conclusion

The landlord is entitled to compensation for unpaid rent and carpet cleaning.

The landlord may retain the security deposit.

The landlord is entitled to filing fee costs.

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*.

Date: December 10, 2013

Residential Tenancy Branch