



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Metro Vancouver Housing Corporation
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNDC, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord for a monetary order for unpaid rent or utilities; a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; and to recover the filing fee from the tenants for the cost of the application.

An agent for the landlord company attended the hearing and gave affirmed testimony, however no one attended for the tenants. The landlord's agent testified that service of the notice of hearing, application for dispute resolution, and evidence package was effected by registered mail on November 4, 2013 to each of the 2 tenants individually. Copies of the registered mail tickets addressed to each tenant, and a receipt from Canada Post bearing the date of November 4, 2013 have been provided, and I am satisfied that the tenants have been served in accordance with the *Residential Tenancy Act*.

All evidence and testimony provided has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Has the landlord established a monetary claim as against the tenants for unpaid rent or utilities?

Has the landlord established a claim as against the tenants for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

Background and Evidence

The landlord's agent testified that this month-to-month tenancy began on June 1, 2011 and ended on August 31, 2013. Rent in the amount of \$995.00 per month was payable

in advance on the 1st day of each month. On May 12, 2011 the landlord collected a security deposit from the tenants in the amount of \$492.50 which is still held by the landlord. A move-in condition inspection report was completed by the parties on May 12, 2011 and a copy was provided for this hearing.

The landlord's agent also testified that the tenants had given written notice in July, 2013 to vacate the rental unit by the end of that month. A copy of that notice was also provided for this hearing. The letter is not dated but has a stamp marking showing that it was received by the landlord company on July 15, 2013. Another agent of the landlord company responded by way of a letter the same day stating that the landlord would make an effort to re-rent the unit for August 1st or 15th which would prevent the tenants from having to pay another full or partial month of rent, but if not successful, the tenants would be responsible for the payment of August's rent.

The landlord's agent testified that the landlord company was not able to re-rent the unit for the month of August, 2013 but the tenants moved out on August 21, 2013, without paying rent for August, and a move-out condition inspection report was completed by the parties on August 22, 2013. The move-in condition inspection report and move-out inspection report are on the same form. The tenants provided a forwarding address in writing on that report and agreed that the landlord should keep the security deposit for the rent and carpet cleaning in the amount of \$95.00.

The landlord requests a monetary order for the balance owing of \$597.50 and recovery of the \$50.00 filing fee for the cost of the application.

Analysis

The *Residential Tenancy Act* permits a landlord to keep a security deposit in cases where the tenant agrees in writing to pay a liability or obligation of the tenant. I find that the tenants in this case have so agreed, in order to partially satisfy the unpaid rent.

With respect to the carpet cleaning, I have reviewed the tenancy agreement and the move-in/out condition inspection report and I find that the tenants agreed to steam clean the carpets at the end of the tenancy, and agreed again in writing for the landlord to retain a portion of the security deposit to cover the \$95.00 cost.

I find that the landlord has established a monetary claim as against both tenants, jointly and severally, in the amount of \$995.00 for rent and \$95.00 for carpet cleaning. Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$50.00 filing fee for the cost of this application. The landlord currently

holds the \$492.50 security deposit, and I find that the landlord is entitled to a monetary order for the difference, in the amount of \$647.50.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the landlord in the amount of \$647.50.

This order is final and binding on the parties and may be enforced.

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: February 19, 2014

Residential Tenancy Branch

