



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Nacel Properties Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, MND, MNDC, MNSD, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order for unpaid rent or utilities; for damage to the unit, site, or property; for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement; and to recover the RTB filing fee.

A representative of the landlord attended the teleconference hearing and gave evidence, however the tenant did not attend. The landlord gave evidence that the tenant was served with the Notice of a Dispute Resolution Hearing and Landlord's Application for Dispute Resolution by registered mail on January 17, 2014. I find the tenant was properly served.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent or utilities?

Is the landlord entitled to a monetary order for damage to the unit, site, or property?

Is the landlord entitled to a monetary order for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement?

### Background and Evidence

The tenancy agreement signed by the parties on June 5, 2000 indicates the tenancy started in June 2000 and the tenant was initially obligated to pay \$560.00 rent monthly in advance on the first day of the month. The tenant also paid a security deposit of \$280.00.

The landlord gave evidence that the tenant moved out on December 31, 2013. His evidence is that the rental unit was quite dirty; he provided photographs which appear to

confirm this evidence. As well, the carpets required cleaning and the window blinds required replacement because they were heavily stained by tobacco smoke.

The landlord claims:

Carpet cleaning	\$ 84.00
Blind replacement	140.00
Cleaning & supplies	<u>180.00</u>
Total claim	\$ 404.00

The landlord provided a statement from the building cleaner in evidence, who estimates the rental unit will take about 8 to 10 hours cleaning. The landlord also provided invoices for \$84.00 for carpet cleaning and \$104.73 for replacement blinds.

The landlord gave evidence there was no outstanding rent and so the landlord withdraws the claim for a monetary order for unpaid rent.

### Analysis

I accept the landlord's evidence that the tenant left the rental unit requiring cleaning, carpet cleaning, and blind replacement. I accept the building cleaner's evidence that the general cleaning took about 8 to 10 hours, and I accept the landlord's evidence that \$180.00 is the cost of cleaning and supplies for that work. I find that the invoices provided reflect the cost of carpet cleaning and blind replacement.

I find the landlord is entitled to a monetary award for the following:

Carpet cleaning	\$ 84.00
Blind replacement	104.73
Cleaning & supplies	<u>180.00</u>
Total:	\$368.73

The landlord is also entitled to recover the RTB filing fee of \$50.00. The total amount due the landlord is \$418.73.

A security deposit of \$280.00 that was paid in June 2000 is deemed to have accrued interest of \$22.12, according to Regulation 4. Accordingly, the amount available to set off against a monetary award to the landlord is \$302.12.

I order that the landlord retain the security deposit and accrued interest of \$302.12 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the

balance due of \$116.61. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order for \$116.61. The landlord may also retain the security deposit.

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: May 14, 2014

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Residential Tenancy Branch

