



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing dealt with a landlord's application for a Monetary Order for unpaid rent and cleaning as well as authorization to retain the security deposit. The tenant did not appear at the hearing. The landlord testified the landlord's Application for Dispute Resolution and evidence were sent to the tenant at her forwarding address on April 17, 2014 via registered mail. Although I heard the registered mail was returned to the landlord due to an "incomplete address", I was satisfied the landlord sent the registered mail package to the tenant using the forwarding address provided to the landlord by the tenant. I find the method of service complies with section 89(1) of the Act and I continued to hear from the landlord without the tenant present.

Preliminary and Procedural Matters

I noted that I did not have any evidence before me to which the landlord responded that she had made attempts to serve her evidence to the Branch by facsimile. I continued to hear from the landlord orally and ordered the landlord to re-submit a copy of the evidence package that was sent to the tenant, along with the registered mail envelope used to serve the tenant. The required documentation was received shortly after the teleconference call ended and I have considered the landlord's verbal testimony and evidence package in making this decision.

During the hearing, the landlord requested that her monetary claim be reduced by \$200.00 to reflect two payments of \$100.00 received from the tenant after the landlord filed her Application for Dispute Resolution. As the landlord's claim was being reduced I permitted the amendment.

Issue(s) to be determined

1. Is the landlord entitled to recover unpaid rent and cleaning costs from the tenant?
2. Is the landlord authorized to retain the security deposit?

Background and Evidence

The tenancy commenced November 1, 2013 and the landlord collected a security deposit of \$337.50. The tenant was required to pay rent of \$675.00 on the 1st day of every month for a fixed term set to expire May 31, 2014. The tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent on March 9, 2014 indicating rent of \$1,815.00 was outstanding. The tenant vacated the rental unit March 19, 2014 and a move-out inspection was conducted on March 27, 2014.

By way of a document signed by the parties on March 27, 2014, the tenant agreed to permit deductions from the security deposit for estimated cleaning costs that exceeded the security deposit. The tenant also agreed in writing that she owed the landlord \$1,525.00 in rent and would pay the landlord \$100.00 per week to satisfy the amount owed to the landlord. The tenant also provided a forwarding address to the landlord on the document.

The landlord submitted that on March 28, 2014 the tenant returned to the property and performed more cleaning. The landlord noted on the document signed March 27, 2014 that only carpet cleaning and yard cleanup/garbage removal remained outstanding as of March 28, 2014.

During the hearing, the landlord submitted that the tenant currently owes rental arrears of \$1,225.00 after taking into account payments received from the tenant and the landlord seeks to recover that amount from the tenant. In addition to the rent, the landlord is seeking to recover carpet cleaning costs of \$177.50 and \$60.00 for yard cleanup and garbage removal. The landlord had an invoice for the carpet cleaning and testified that she paid \$60.00 for yard cleanup and garbage removal in cash. After deducting the security deposit, the landlord requests a Monetary Order for \$1,125.00 plus recovery of the filing fee.

Analysis

Under the Act, a tenant is required to pay rent that is due to the landlord under the terms of the tenancy agreement, and Act. Upon consideration of the undisputed evidence before me, I am satisfied the tenant owes the landlord \$1,225.00 in rent and I award that amount to the landlord.

Under the Act, a tenant is required to leave the rental unit reasonable clean and vacant. This includes removal of all of the tenant's abandoned possessions and garbage.

Based upon the undisputed evidence before me, I am satisfied that the tenant left the unit with dirty carpets and she failed to maintain the yard and remove all of her possessions or garbage. Therefore, I also grant the landlord's request to recover carpet cleaning costs and garbage removal and yard clean up costs of \$177.50 and \$60.00 respectively.

I award the landlord recovery of the \$50.00 filing fee paid for this application.

In filing this application the landlord requested authorization to retain the tenant's security deposit; however, I am satisfied the landlord already had the tenant's written consent to made deductions from the security deposit for estimated cleaning costs that, when added together, exceeded the security deposit. Therefore, I am satisfied the landlord did not violate section 38 of the Act by filing this Application for Dispute Resolution more than 15 days after receiving the tenant's forwarding address and I have not doubled the security deposit.

Despite the landlord's right to retain the security deposit for the estimated cleaning costs I have accepted the landlord's request to use the actual cleaning costs and apply the balance of the security deposit to the unpaid rent as this approach is beneficial to the tenant. Therefore, in calculating the amount of the Monetary Order, I have deducted the security deposit from the actual cleaning costs and outstanding rent as requested.

In light of the above, I provide the landlord with a Monetary Order calculated as follows:

Unpaid Rent	\$1,225.00
Carpet cleaning	177.50
Yard cleanup/garbage removal	60.00
Filing fee	50.00
Less: double security deposit	<u>(337.50)</u>
Monetary Order	\$ 1,175.00

To enforce the Monetary Order it must be served upon the tenant and it may be filed in Provincial court (Small Claims) to enforce as an order of the 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: August 20, 2014

Residential Tenancy Branch

