



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 330127 BC LTD.
and [tenant name suppressed to protect privacy]

Decision

Dispute Codes:

MND, MNR, MNSD, FF

Introduction

This is an application by the landlord seeking rental arrears based on the 10 Day Notice to End Tenancy for Unpaid Rent, (the Notice), dated May 20, 2014, and carpet cleaning costs.

The landlord participated in the hearing gave evidence that they served the tenant with the Notice of Hearing package by courier and the tenant signed for the receipt of the documents on August 1, 2014. The tenant did not appear and the hearing was therefore conducted in the tenant's absence.

Issue(s) to be Decided

Is the landlord entitled to compensation for rental arrears?

Is the landlord entitled to be reimbursed for the cost of carpet cleaning?

Background and Evidence

The landlord testified that the tenancy began in 2012 and ended June 6, 2014. Rent was set at \$500.00 per month and no security deposit was paid.

The landlord testified that the tenant fell into arrears for rent in the amount of \$500.00 in May 2014 and was issued a 10 Day Notice to End Tenancy for Unpaid Rent. The landlord testified that the tenant did not pay the arrears, but finally vacated on June 6, 2014. The landlord is claiming compensation for unpaid rent.

The landlord stated that they are also claiming carpet cleaning costs of \$236.25 as the tenant failed to shampoo the carpets before vacating. A receipt verifying this expenditure is in evidence.

In addition the landlord is claiming reimbursement of the \$50.00 they paid for filing this application.

Analysis

With respect to rent, section 26 of the Act states that rent must be paid when it is due under the tenancy agreement. The landlord submitted that this tenant owed \$500.00 in unpaid rent for May 2014 and a further \$98.63 for 6 days over-holding in June 2014. I accept the evidence presented and find that the landlord is therefore entitled to total compensation for rent in the amount of \$598.63.

In regard to the landlord's claim for cleaning costs, section 7 of the Act states that, if a landlord or tenant fails to comply with the Act or the tenancy agreement, the non-complying party must compensate the other for resulting losses. Under section 67 of the Act an Arbitrator has authority to determine the amount and order payment under such circumstances. However, each component of the test below must first be met:

Test For Damage and Loss Claims

1. Proof that the damage or loss exists,
2. Proof that this damage or loss happened solely because of actions or neglect of the respondent in violation of the Act or tenancy agreement,
3. Verification of the actual amount required to compensate for the claimed loss or to rectify the damage, and
4. Proof that the claimant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage.

Under section 37(2) of the Act a tenant is required to leave the premises reasonably clean and undamaged except for normal wear and tear when they vacate the rental unit.

I accept the landlord's undisputed testimony that the carpets in the unit were not left in a reasonably clean state and find the landlord did incur costs of \$236.25 to clean them.

Based on the evidence before me, I find that the landlord is entitled to total monetary compensation of \$884.88 comprised of \$598.63 rental arrears, \$236.25 for carpet-cleaning and the \$50.00 cost of filing the application.

I hereby grant the landlord a monetary order for \$884.88. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The landlord is successful in the application and is granted a monetary order for rent and cleaning 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*.

Dated: January 22, 2015

Residential Tenancy Branch

