



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, FF

Introduction

This matter dealt with an application by the landlord for a Monetary Order for compensation for arrears of rent, cleaning of the rental unit, to recover the filing fee for this proceeding and to keep the tenants' security deposit in partial payment of those amounts. Only the landlord's agent attended.

Issues(s) to be Decided

Is the landlord entitled to compensation for cleaning and arrears and if so, how much?

Background and Evidence

The landlord's agent KN. testified that the two attempts were made to serve the tenants with copies of this application and the evidence on February 26, 2015 by registered mail however only the tenant MP received the package on March 3, 2015. I therefore find that only the tenant MP served in accordance with the Act. I find that NP was not served.

Based upon the evidence of KN I find that this fixed term tenancy started on November 1, 2013 and ended on September 2, 2014 when the tenants moved out. Rent was \$ 875.00 per month payable in advance on the 1st day of each month. The tenants paid a security deposit of \$ 437.50 at the beginning of the tenancy. KN testified that the tenants failed to pay rent for the months of July and August 2014 for which the landlord was claiming \$ 1,750.00. The landlord testified that the landlord was claiming the sum of \$ 300.00 as liquidated damages as the tenants moved out prior to the end of the tenancy agreement in breach of the fixed term of October 31, 2014.

KN testified that on their move out report the tenants agreed to carpet cleaning charges and stove cleaning charges amounting to \$ 120.00 and \$ 50.00 respectively. KN testified that the actual charges were \$ 115.50 and \$ 60.00.

Analysis

The Residential Tenancy Act provides the tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant and is liable to compensate the landlord for failure to do so. In some instances the landlord's standards may be higher than what is required by the Act. The tenant is required to maintain the standards set out in the Act. The tenant is not required to make repairs for reasonable wear and tear. The applicant has the burden of proof to establish the claim on the evidence presented at the hearing.

I find based upon the evidence of the landlord and in absence of any evidence from the tenants that the landlord has proven rental arrears, liquidated damages and that all of other the items claimed by the landlord are either agreed to by the tenants or are reasonably incurred. I find that the landlord has proven a claim totalling \$ 2,225.00. As the landlord has been successful in this matter, I find pursuant to s. 72 of the Act that they are also entitled to recover the \$50.00 filing fee for this proceeding. I order the landlord pursuant to s. 38(4) of the Act to retain the tenants' security deposit inclusive of interest amounting to \$ 437.50 in partial payment of the rent arrears. The landlord will receive a Monetary Order for the balance owing.

Calculation of Monetary Award

Rental Arrears (July, 2014)	\$ 1,750.00
Liquidated damages	\$ 300.00
Carpet cleaning	\$ 115.50
Stove cleaning	\$ 60.00
Filing Fees for the cost of this application	\$ 50.00
Less Security Deposit and interest	- \$ 437.50
Total Monetary Award	\$1,838.00

Conclusion

In summary I ordered that the respondent MP only to pay to the applicant the sum of \$ 2,225.50 in respect of this claim plus the sum of \$ 50.00 in respect of the filing fee for

a total of \$ 2,275.50. I order that the landlord retain the security deposit amounting to \$ 437.50 inclusive of interest. I grant the landlord a Monetary Order as against the tenant MP in the amount of **\$1,838.00** and a copy of it must be served on the tenant. If the amount is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an Order of that Court. I have dismissed all claims as against the tenant NP.

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: June 08, 2015

Residential Tenancy Branch

