



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cascadia Apartment Rentals Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR; MNDC, MNSD; FF

Introduction

This is the Landlord's application for a Monetary Order for unpaid rent and damages; to retain the security deposit in partial satisfaction of its monetary claim; and to recover the cost of the filing fee from the Tenant.

The Landlord's agent VL gave affirmed testimony at the Hearing.

VL testified that the Notice of Hearing documents were mailed to the Tenant on December 16, 2014 via registered mail, to the forwarding address provided by the Tenant. The Landlord provided a copy of the registered mail receipt in evidence. VL stated that copies of the Landlord's documentary evidence were also mailed to the Tenant on June 15, 2015, by registered mail. A copy of this registered mail receipt was also provided in evidence..

I am satisfied that the Tenant was duly served with the Notice of Hearing documents by registered mail. Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in her absence. The teleconference remained open for 10 minutes.

Issues to be Decided

- Is the Landlord entitled to a monetary award for unpaid rent for July 1 to July 15, 2014?
- May the Landlord apply the security deposit towards partial satisfaction of its monetary award?

Background and Evidence

VL gave the following testimony:

This tenancy began as a term lease, commencing October 1, 2013, and ending March 30, 2014. At the end of the lease term, the tenancy continued on a month-to-month

basis. Monthly rent was \$1,100.00, due the first day of each month. The Tenant paid a security deposit in the amount of \$550.00 at the beginning of the tenancy.

The Tenant provided late written notice to end the tenancy on May 11, 2014, effective May 31, 2014. Subsequently, the parties agreed to continue the tenancy because the Tenant changed her mind. VL testified that the Tenant did not provide notice to end the tenancy for the end of June, 2014, and that the Landlord did not know the Tenant was moving out at the end of June until the Tenant asked for a move-out condition inspection on June 29, 2014.

The parties met for a move out inspection. A copy of the Condition Inspection Report was provided in evidence.

VL testified that the Tenant did not shampoo the carpets at the end of the tenancy. The Landlord seeks compensation in the amount of \$105.00 for the cost of shampooing the carpets. A copy of the Purchase Order was provided in evidence.

VL stated that the Landlord re-rented the rental unit effective July 16, 2014. The Landlord seeks a monetary award in the amount of \$532.25 for rent from July 1 to 15, 2014.

Analysis

Based on LV's undisputed affirmed testimony and the documentary evidence provided by the Landlord, I find that the Tenant did not shampoo the carpet at the end of the tenancy, contrary to the provisions of Section 37 of the Act. I award the Landlord compensation in the amount of \$105.00 for this portion of its claim.

I also find that the Tenant did not comply with the provisions of Section 45 of the Act with respect to providing due notice to end the tenancy, and that the Landlord suffered a loss as a result of the Tenant's breach. I award the landlord compensation in the amount of \$532.25 for unpaid rent ($\$1,100.00 \times 15 / 31$ days).

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of the its monetary award.

The Landlord has been successful in its application and I find that it is entitled to recover the cost of the \$50.00 filing fee from the Tenant.

I grant the Landlord a Monetary Order, calculated as follows:

Unpaid rent	\$532.25
Carpet cleaning	\$105.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$637.25
Less security deposit	- \$550.00
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$87.25

Conclusion

I hereby grant the Landlord a Monetary Order in the amount of \$87.25 for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an Order of that 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: July 27, 2015

Residential Tenancy Branch

