



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Metro Vancouver Housing Corporation
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent.

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on July 10, 2015 in accordance with Section 89. Section 90 of the *Act* deems documents served in such a manner to be received on the 5th day after they have been mailed.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for carpet cleaning and garbage removal; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted into evidence the following relevant documents:

- A copy of a tenancy agreement signed by the parties on August 7, 2013 for a month to month tenancy beginning on September 1, 2013 for a monthly rent of

\$1,525.00 due on the 1st of each month with a security deposit of \$762.50 paid; and

- A copy of a Condition Inspection Report signed by the tenant and an agent for the landlord on June 30, 2015 in which the tenant agrees the landlord may deduct June 2015 rent (\$1,558.00); carpet cleaning (\$95.00); and furniture removal from unit (\$120.00) from the security deposit.

Analysis

Section 37 of the *Act* states that when a tenant vacates a rental unit at the end of a tenancy the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear and give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

Based on the landlord's undisputed documentary evidence and testimony I find the tenant failed to comply with her obligations under Section 37 to leave the rental unit reasonably clean. I also find the landlord has established the tenant failed to pay the last month's rent in the amount of \$1,558.00.

I find the landlord has submitted sufficient documentary evidence to confirm the cost of carpet cleaning was \$95.00 and the furniture removal was \$120.00.

As a result, I find the landlord is entitled to compensation in the amount of \$1,773.00.

Section 38(4)(a) of the *Act* states a landlord may retain an amount from a security deposit or a pet damage deposit if the tenant, at the end of the tenancy, agrees in writing the landlord may retain that amount to pay a liability or obligation of the tenant.

I find the landlord has provided a copy of a Condition Inspection Report signed by the tenant that she agrees the landlord may retain the security deposit of \$762.50 to be applied to the above noted debt.

As such, I find the landlord is entitled to \$1,010.50, as claimed.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$1,060.50** comprised of \$1,010.00 as noted above and the \$50.00 fee paid by the landlord for this application.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: December 17, 2015

Residential Tenancy Branch

