



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Pinnacle International
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing was convened to address a claim by the landlord for a monetary order and an order permitting her to retain the security deposit. The hearing was originally scheduled for December 1, but due to an irregularity with the telephone conference call system, the hearing was put over to December 4. The tenant did not participate on either date.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began on April 1, 2008 and ended on or about March 13, 2015. The rent at the end of the tenancy was \$990.00 per month and at the outset of the tenancy, the tenant paid a \$475.00 security deposit.

The tenant did not pay rent in the last month of the tenancy and agreed in writing that the landlord was entitled to retain the security deposit to be applied to the rental arrears. The landlord seeks to recover the remaining \$515.00 owing for that month.

The landlord also seeks to recover \$353.00 as the cost of cleaning the carpet and the drapes at the end of the tenancy. The landlord testified that the tenant did not clean either the carpet and the drapes during the tenancy and that they were heavily soiled.

The landlord also seeks to recover the \$50.00 filing fee paid to bring her application.

Analysis

I accept the undisputed evidence of the landlord and I find that the tenant was contractually obligated to pay \$990.00 in rent for the month of March and that she failed to do so. After applying the \$475.00 security deposit, the tenant still owes a balance of \$515.00 in rent for that month. I find that the landlord is entitled to recover the arrears and I award the landlord \$515.00.

I find that the tenant failed to leave the carpet and drapes in reasonably clean condition as is required by section 37(2) of the Act. I find that the landlord paid \$353.00 for cleaning due to the tenant's breach of the Act and I find that the landlord is entitled to recover this cost. I award the landlord \$353.00.

As the landlord has been successful in her claim, I find she should recover the filing fee and I award her \$50.00 for a total award of \$918.00. I grant the landlord a monetary order under section 67 for this sum. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is awarded \$918.00 and will retain the security deposit.

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 04, 2015

Residential Tenancy Branch

