



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNDC, MNR, FF*

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent, unpaid utilities, cleaning, garbage removal, replacement of blinds and lights and for the filing fee.

During the hearing the landlord requested to be allowed to retain the security and pet deposits in partial satisfaction of his claim. I found that there was no prejudice to the tenant and therefore I allowed the landlord's request.

On February 02, 2016, the landlord served the notice of hearing on the tenant by registered mail. The landlord found the tenant's address when the new landlord contacted him for a reference. The landlord provided a tracking number. An on line review of the tracking history indicated that the tenant picked up the package on February 04, 2016 and signed for it.

Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid rent, unpaid utilities, cleaning, garbage removal, replacement of blinds and lights and for the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on October 01, 2015 for a fixed term of three months ending on December 31, 2015. A copy of the tenancy agreement was filed into evidence. At the end of the fixed term the tenant was required to move out.

The rent was \$1,270.00 due on the first of each month and did not include utilities. The tenant paid a security deposit of \$625.00 and a pet deposit of \$200.00.

The landlord testified that the tenant failed to pay rent on December 01, 2015 and on December 10, 2015; the landlord served the tenant with a notice to end tenancy for nonpayment of rent and utilities. The tenant did not dispute the notice and did not pay rent. On or about December 27, 2015, the tenant moved out.

The landlord stated that the tenant left the unit in a dirty condition with garbage strewn all over and the carpet was stained. Two blinds were missing and two kitchen lights were broken. The landlord filed photographs, utility bills and invoices to support his claim.

The landlord is claiming the following;

1.	Unpaid rent for December 2015	\$1,270.00
2.	Gas and hydro bills	\$351.40
3.	Carpet cleaning and garbage disposal	\$735.00
4.	Replace blinds	\$121.75
5.	Replace lights	\$80.10
6.	Filing fee	\$100.00
	Total	\$2,658.25

Analysis

1. Unpaid rent for December 2015 - \$1,270.00
2. Gas and hydro bills - \$351.40

Section 26 of the *Residential Tenancy Act*, states that a tenant must pay rent when it is due under the tenancy agreement. Based on the sworn undisputed testimony of the landlord I find that the tenant failed to pay rent for December and owed utilities for the entire tenancy. On December 10, 2015, the landlord served the tenant with a notice to end tenancy for \$1,270.00 in unpaid rent and \$177.02 in unpaid utilities.

The landlord filed copies of the utility bills and the notice to end tenancy dated December 10, 2015. I find that the landlord is entitled to his claim.

3. Carpet cleaning and garbage disposal - \$735.00

Residential Tenancy Policy Guideline#1 addresses the responsibility for the residential premises. With regard to carpets, the guideline states:

Generally, at the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year.

The tenancy was only three months in duration. Since the length of the tenancy was less than one year, I find that the tenant was not required to shampoo or steam clean the carpets

Based on the photographs filed into evidence, I find that the tenant did leave behind garbage filled bags, furniture and other unwanted items. I find that the tenant is responsible for the removal of these items.

The landlord has filed a single invoice for carpet cleaning and garbage disposal in the amount of \$735.00. The invoice does not provide a break down or an itemized cost.

Since I find that the landlord is not entitled to the cost of carpet cleaning, I must determine how much of this invoice is attributed to garbage removal. Based on the photographs and on a balance of probabilities, I award the landlord \$200.00 towards disposal of the items left behind by the tenant.

4. Replace blinds - \$121.75

Pursuant to section 40 of the *Residential Tenancy Policy Guideline* the useful life of blinds is ten years. The landlord stated that the blinds were approximately 10 years old and therefore by the end of the tenancy, the blinds had outlived their useful life and would have to be replaced by the landlord anyways, at his cost. Accordingly the landlord's claim to replace blinds is dismissed.

5. Replace lights - \$80.10

The landlord filed photographs of the kitchen lights which appear to have been tampered with and broken. The landlord has filed a receipt for the purchase of replacement lights. I find that the landlord is entitled to his claim.

6. Filing fee - \$100.00

Since the landlord has proven his case, he is also entitled to the recovery of the filing fee.

Overall the landlord has established a claim as follows:

1.	Unpaid rent for December 2015	\$1,270.00
2.	Gas, water and hydro bills	\$351.40
3.	Carpet cleaning and garbage disposal	\$200.00
4.	Replace blinds	\$0.00
5.	Replace lights	\$80.10
6.	Filing fee	\$100.00
	Total	\$2,001.50

I order that the landlord retain the security deposit of \$625.00 and the pet deposit of \$200.00 in partial satisfaction of his claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$1,176.50. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

The landlord may retain the security deposit. I grant the landlord a monetary order in the amount of **\$1,176.50**.

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: March 18, 2016

Residential Tenancy Branch