



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding REGENT PARK PINNACLE REALTY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: MNR MND MNDC MNSD FF

### **Introduction:**

Only the landlord attended the hearing and gave sworn testimony that he served the Application for Dispute Resolution by registered mail on March 16, 2016 to the forwarding address provided by the tenant on her move-out report. I find that the tenant is served with the Application according to section 89 of the Act. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 7, 46 and 67 for unpaid rent and damages;
- b) To retain the security deposit to offset the amount owing; and
- c) An order to recover the filing fee pursuant to Section 72.

### **Issue(s) to be Decided:**

Has the landlord has proved on a balance of probabilities that the tenant has unpaid rent and damaged the property, that it was beyond reasonable wear and tear and the cost of repair? Is the landlord entitled to recover the filing fee?

### **Background and Evidence:**

The tenant did not attend the hearing. The landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The landlord stated that the tenancy commenced March 1, 2015, that monthly rent was 1480 and a security deposit of \$725 was paid. The landlord said the tenant vacated in February and the February rent cheque was returned NSF. The landlord claims \$1480 for unpaid rent and also \$84 for carpet cleaning.

In evidence is a copy of the NSF cheque, a move out report showing the carpets were dirty at the end of the tenancy and an invoice for the cost of cleaning them.

The tenant provided no documents to dispute the claim. On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

### **Analysis**

#### **Monetary Order**

I find that there are rental arrears in the amount of \$1480 for February 2016.

Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

Section 37 of the *Act* states that a tenant when vacating must leave the unit reasonably clean and undamaged. I find the tenant violated this section by leaving the carpets dirty as evidenced by the move-out report. I find the evidence is that it cost the landlord \$84 to clean them so I find them entitled to recover this cost.

### **Conclusion:**

I find the landlord is entitled to a monetary order as calculated below and to retain the security deposit to offset the amount owing. I find the landlord is also entitled to recover filing fees paid for this application.

#### **Calculation of Monetary Award:**

Rent arrears February 2016	1480.00
Cost to clean carpets	84.00
Filing fee	100.00
Less security deposit	-725.00
<b>Total Monetary Order to Landlord</b>	<b>939.00</b>

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 14, 2016

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**Residential Tenancy Branch**

