



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Cornerstone Properties LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      FF, MNSD, MNR

### Introduction

This is an application brought by the Landlord(s) requesting a monetary order in the amount of \$775.00, requesting recovery of the \$100.00 filing fee, and requesting an order to retain the full security deposit towards the claim.

The applicant testified that the respondent was served with notice of the hearing by registered mail that was mailed on June 16, 2016; however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been properly served with notice of the hearing.

All testimony was taken under affirmation.

### Issue(s) to be Decided

The issue is whether or not the applicant has established a monetary claim against the respondent, and if so in what amount.

### Background and Evidence

The applicant testified that this tenancy began on August 1, 2015 with a monthly rent of \$660.00 and a security deposit of \$330.00 was paid.

The applicant further testified that the tenants May 2016 rent check was not honored by the bank and the tenant vacated the rental unit on June 5, 2016. They are therefore requesting the outstanding rent for May 2016 in the amount of \$660.00

The applicant further testified that the tenant left carpets in the rental unit in extremely dirty condition, and the carpets were burnt and torn. They are however only asking for the cost of carpet cleaning.

The total amount the applicants are requesting therefore is as follows:

May 2016 rent outstanding	\$660.00
Late fee	\$25.00
Carpet cleaning	\$90.00
Filing fee	\$100.00
Total	\$875.00

### Analysis

It is my finding that the applicants have established the full amount claimed.

The landlord has provided a copy of the tenant ledger that shows that the May 2016 rent check was not honored by the bank, and therefore I allow the claim for the \$660.00 outstanding rent and the \$25.00 late fee, that is required to be paid according to clause 10 of the tenancy agreement.

I also accept the landlords claim that the carpets in the rental unit where in need of significant cleaning, and I therefore, also allow the claim for carpet cleaning, in the amount of \$90.00.

Having allowed the landlords full claim, I also allow the request for recovery of the \$100.00 filing fee.

### Conclusion

Pursuant to section 67 and 72 of the Residential Tenancy Act, I have allowed the landlords full claim of \$875.00, and I therefore order that the landlord may retain the full security deposit of \$330.00, and I have issued a monetary order in the amount of \$545.00.

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 07, 2016

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Residential Tenancy Branch