



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR MNSD OPR FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, dated November 14, 2016 (the "Application"). The Landlord applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit, site or property;
- a monetary order for unpaid rent or utilities;
- an order allowing the Landlord to retain all or part of the security deposit;
- an order of possession for unpaid rent or utilities; and
- an order granting recovery of the filing fee.

The Landlord attended the hearing on her own behalf and provided affirmed testimony. The Tenant did not attend the hearing.

The Landlord testified that the Application package, including the Notice of a Dispute Resolution Hearing and documentary evidence, was served on the Tenant, in person, on November 20, 2016. In the absence of evidence to the contrary, I find the Tenant was served with the Landlord's Application package on that date.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

At the beginning of the hearing, the Landlord confirmed the Tenant vacated the rental unit on December 1, 2016. Accordingly, the Landlord wished to withdraw the request for an order of possession. I accept the Landlord's withdrawal and have not considered this aspect of the Landlord's claim further in this Decision.

Issues to be Decided

1. Is the Landlord entitled to a monetary order for unpaid rent or utilities?
2. Is the Landlord entitled to a monetary order for damage to the unit, site or property?
3. Is the Landlord entitled to an order permitting the Landlord to retain all or part of the security deposit?
4. Is the Landlord entitled to an order granting recovery of the filing fee?

Background and Evidence

The Landlord submitted into evidence a copy of the written tenancy agreement between the parties. The agreement confirms a fixed-term tenancy for the period from August 1, 2015 to August 1, 2016; thereafter, the tenancy continued on a month-to-month basis. At all material times, rent in the amount of \$1,100.00 per month was due on the first day of each month. The Landlord retains a security deposit of \$550.00. The Tenant vacated the rental unit on December 1, 2016.

According to the Landlord, the Tenant did not pay any rent for the months of October, November and December 2016. Although the Tenant vacated the rental unit on December 1, 2016, the Landlord testified that the condition of the rental unit was such that it could not be re-rented until January 1, 2016. The Landlord testified that rent in the amount of \$3,300.00 remains outstanding.

The Landlord testified the rental unit was left in poor condition when the Tenant left, particularly in the bathroom and kitchen. In support, the Landlord submitted a quote for cleaning services in the amount of \$400.00. The Landlord testified she paid this amount.

In addition, the Landlord testified the carpets in the rental unit needed to be replaced when the Tenant left. In support, the Landlord submitted a quote for carpet replacement throughout the rental unit in the amount of \$1,698.68. The Landlord testified that

carpets were replaced throughout the rental unit, and that she paid this amount. However, the Landlord confirmed she is seeking only the amount claimed, or \$566.00.

Finally, the Landlord wished to recover the \$100.00 filing fee paid to make the Application and apply the security deposit in partial satisfaction of the claim.

Analysis

Based on the unchallenged and affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

The Landlord provided oral testimony and documentary evidence in support of the claim for compensation. The Tenant did not attend the hearing although duly served with notice of the hearing.

I find the Landlord is entitled to a monetary award of \$3,300.00 for unpaid rent for the months of October, November and December 2016. In addition, I find the Landlord is entitled to recover \$566.00 for carpet replacement and \$400.00 for cleaning services required at the end of the tenancy. Having been successful, I also find the Landlord is entitled to recover the \$100.00 filing fee paid to make the Application.

The Landlord wished to apply the security deposit (\$550.00) in partial satisfaction of the claim, which I allow pursuant to section 72 of the *Act*. Accordingly, pursuant to section 67 of the *Act*, I grant the Landlord a monetary order in the amount of \$3,816.00, which has been calculated as follows:

Item	Amount
Outstanding rent:	\$3,300.00
Carpet replacement:	\$566.00
Cleaning services:	\$400.00
Filing fee:	\$100.00
<i>LESS security deposit:</i>	<i>(\$550.00)</i>
TOTAL:	\$3,816.00

Conclusion

The Landlord is granted a monetary order in the amount of **\$3,816.00**. This order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: January 03, 2017

Residential Tenancy Branch