



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD

### Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution wherein the Landlord requested monetary compensation from the Tenant as well as authority to retain the security deposit.

The hearing was conducted by teleconference on September 20, 2017. Only the Landlord called into the hearing. She gave affirmed testimony and was provided the opportunity to present her evidence orally and in written and documentary form, and to make submissions to me.

The Landlord testified that she served the Tenant with the Notice of Hearing and the Application on April 27, 2017 by registered mail to the forwarding address provided by the Tenant on the Tenant's Notice to end the tenancy (a copy of this Notice was provided in evidence). A copy of the registered mail tracking number is also provided on the unpublished cover page of this my Decision.

*Residential Tenancy Policy Guideline 12—Service Provisions* provides that service cannot be avoided by refusing or failing to retrieve registered mail:

Where a document is served by registered mail, the refusal of the party to either accept or pick up the registered mail, does not override the deemed service provision. Where the registered mail is refused or deliberately not picked up, service continues to be deemed to have occurred on the fifth day after mailing.

Pursuant to section 90 of the *Residential Tenancy Act* documents served this way are deemed served five days later; accordingly, I find the Tenant was duly served as of May 2, 2017 and I proceeded with the hearing in their absence.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, not all details of the Landlord/Tenant's submissions and or arguments are reproduced here; further, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

1. Is the Landlord entitled to monetary compensation from the Tenant?
2. Should the Landlord be authorized to retain the Tenant's security deposit?

### Background and Evidence

Introduced in evidence was a copy of the residential tenancy agreement providing that the tenancy began November 1, 2015. Monthly rent was payable in the amount of \$1,350.00 and the Tenant paid a security deposit in the amount of \$675.00.

The Landlord stated that as of December 1, 2016 the rent increased to \$1,389.00.

The Landlord testified that on April 1, 2017 the Tenant gave her notice to end the tenancy effective April 9, 2017. A copy of this letter was provided in evidence. The Tenant provided the Landlord a cheque for \$695.00 representing two weeks.

The Landlord confirmed that she was able to re-rent the unit on May 1, 2017. In the within hearing, the Landlord sought compensation for the balance of the April rent in the amount of \$694.00.

The Landlord stated that the Tenant failed to clean the carpet in the rental unit such that the Landlord also sought the sum of \$236.25. In support she provided a copy of a receipt for carpet cleaning in this amount.

The Landlord also requested authority to retain the Tenant's security deposit of \$675.00 towards the amounts owing.

### Analysis

The full text of the *Residential Tenancy Act*, Regulation, and Residential Tenancy Policy Guidelines, can be accessed via the website: [www.gov.bc.ca/landlordtenant](http://www.gov.bc.ca/landlordtenant).

After consideration of the undisputed testimony and evidence before me, and on a balance of probabilities I find the following.

The Tenant gave notice to end her tenancy on April 1, 2017. Pursuant to section 45 of the *Act*, the effective date of the Tenant's notice is May 31, 2017. As a result, the Tenant was potentially liable for rent until the end of May 2017. For greater clarity I reproduce that section as follows:

**Tenant's notice**

**45** (1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that

(a) is not earlier than one month after the date the landlord receives the notice, and

(b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

The Landlord confirmed she sought the sum of \$694.00 representing the balance of the April rent as she was able to re-rent the unit for May 1, 2017. I find she is entitled to this amount and as such, I award her **\$694.00** in unpaid rent.

The Landlord also sought compensation for the cost to clean the carpets. *Residential Tenancy Branch Policy Guideline 1* provides that a tenant is responsible for the cost to clean carpets after a tenancy of more than one year. I accept the Landlord's evidence that the Tenant failed to clean the carpets such that the Landlord incurred the cost of \$236.25 to clean the carpets.

Section 7(1) of the *Act* provides that if a Landlord or Tenant does not comply with the *Act*, regulation or tenancy agreement, the non-complying party must compensate the other for damage or loss that results. Section 67 of the *Act* provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

I therefore award the Landlord the sum of **\$236.25** for compensation for cleaning the carpets.

Conclusion

The Landlord is entitled to compensation in the amount of **\$930.25** representing the balance of the April 2017 rent as well as the cost to clean the carpets. The Landlord may retain the Tenant's **\$375.00** security deposit as partial payment of the amount awarded and is entitled to a Monetary Order for the balance due in the amount of **\$255.25**. This Order must be served on the Tenant and may be filed and enforce in the B.C. Provincial Court (Small Claims Division).

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: September 20, 2017

---

Residential Tenancy Branch