



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ADVENT REAL ESTATE SERVICES BC LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, MNSD

### Introduction

On October 13, 2017, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* ("the Act") for a monetary order for unpaid rent or utilities; to keep the security deposit; for cleaning costs; and to recover the cost of the filing fee. The matter was set for a conference call hearing at 1:00 p.m. on this date.

The Landlord's agent ("the Landlord") attended the teleconference hearing; however, the Tenant did not. The Landlord provided affirmed testimony that the Tenant was served with the Notice of Hearing by registered mail on October 19, 2017. The Landlord provided a copy of the registered mail receipt as proof of service. I find that the Tenant has been duly served with the Notice of Hearing in accordance with sections 89 and 90 of the *Act*.

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

### Issues to be Decided

- Is the Landlord entitled to a monetary order to recover unpaid rent?
- Is the Landlord entitled to keep the security deposit towards unpaid rent?
- Is the Landlord entitled to recover the cost of the filing fee?

### Background and Evidence

The Landlord testified that the tenancy began on January 1, 2016, as a fixed term tenancy to continue thereafter as a month to month tenancy. Rent in the amount of \$1,300.00 was to be paid to the Landlord by the first day of each month. The Tenant paid the Landlord a security deposit of \$650.00.

### October 2017 Rent

The Landlord testified that the Tenant ended the tenancy without giving proper written notice as required under the Act. The Landlord testified that the Tenant moved out of the rental unit but did not pay the rent for October 2017. The Landlord testified that the October 2017, rent cheque was returned to the Landlord as non-sufficient funds (NSF).

The Landlord testified that he attempted to rent the unit out for October 2017, by placing advertisements on local websites but was not able to rent the unit until November 2017. The Landlord provided a copy of the tenancy agreement for November 2017.

The Landlord is seeking to recover the loss of rent for October 2017, in the amount of \$1,300.00 and the \$25.00 NSF bank fee.

### Carpet Cleaning

The Landlord testified that the Tenant did not clean the carpet prior to moving out of the rental unit. The Landlord arranged for a company to clean the carpet and is seeking to recover the amount of \$131.25 for the cost of carpet cleaning. The Landlord provided a copy of a receipt for the cost of carpet cleaning.

### Analysis

The Residential Tenancy Policy guideline #1 Landlord & Tenant – Responsibility for Residential Premises states:

*The tenant is responsible for periodic cleaning of the carpets to maintain reasonable standards of cleanliness. 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. Where the tenant has deliberately or carelessly stained the carpet he or she will be held responsible for cleaning the carpet at the end of the tenancy regardless of the length of tenancy.*

Based on all of the above, the evidence and testimony of the Landlord, and on a balance of probabilities, I find as follows:

I find that the Tenant is deemed served with the Notice of Hearing on the fifth day after it was mailed. The Tenant is deemed served on October 24, 2017, and failed to attend the hearing to respond to the Landlord's claims. The Landlord's claims are unopposed.

### October 2017 Rent

I find that the Tenant failed to provide proper written notice to end the tenancy and is therefore responsible to pay the rent up to October 31, 2017, the date the tenancy could have legally ended.

I grant the Landlord \$1,300.00 for a loss of October 2017, rent and an additional \$25.00 for the NSF bank fee.

Carpet Cleaning

I find that the Tenant was responsible to clean the carpets at the end of the tenancy and failed to do so. I grant the Landlord the amount of \$131.00 as claimed within the Landlord's application for the cost of carpet cleaning.

Security Deposit

The Landlord is authorized to retain the security deposit amount of \$650.00 in partial satisfaction of his claim for unpaid rent.

Filing Fee

Section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was successful with his application, I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

The Landlord established a claim in the amount of \$1,556.25. After setting off the security deposit of \$650.00 against the claim of \$1,556.25, I grant the Landlord a monetary order in the amount of \$906.25. The order must be served on the Tenant and may be enforced in the Provincial Court.

Conclusion

The Tenant is deemed served with the Notice of Hearing and failed to attend the hearing. The Landlord's claims were unopposed.

The Landlord established a claim in the amount of \$1,556.25. After setting off the security deposit of \$650.00 against the claim of \$1,556.25, I grant the Landlord a monetary order in the amount of \$906.25.

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: May 16, 2018

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Residential Tenancy Branch