



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

matter regarding LI-CAR MANAGEMENT GROUP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *MNSD, MNR, MND, FF*

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent, the cost of repairs and cleaning and for the recovery of the filing fee. The landlord also applied to retain the security deposit.

The landlord testified that on May 12, 2015, she served the tenant with the notice of hearing by registered mail to the address provided by the tenant. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid rent, the cost of cleaning and repairs and the filing fee?

Background and Evidence

The landlord testified that the tenancy started on October 31, 2014 and ended on April 13, 2015, pursuant to a ten day notice to end tenancy for nonpayment of rent. The monthly rent was \$850.00 payable on the first of each month. Prior to moving in, the tenant paid a security deposit of \$425.00

The landlord stated that on March 31, 2015, the tenant gave the landlord notice to end the tenancy effective April 30, 2015. The tenant failed to pay rent for April. On April 02, 2015, the landlord served the tenant with a notice to end tenancy for nonpayment of rent in the amount of \$850.00. The tenant did not dispute the notice or pay rent. The landlord stated that she found the unit empty of the tenant's belongings on April 13, 2015.

The tenant had moved out without informing the landlord and had left the unit in a very messy condition that required cleaning and repairs to the walls. The landlord stated that the tenant had left the bathroom walls stained with purple hair dye and that there were multiple holes and damage to the drywall. The landlord filed a copy of the move out inspection report along with invoices to support her monetary claim.

The landlord is claiming the following:

1.	Cleaning	\$210.00
2.	Cleaning supplies	\$13.31
3.	Repairs/Painting	\$605.00
4.	Paint/drywall supplies	\$47.58
5.	Light bulbs	\$33.67
6.	Shampoo carpet	\$178.50
7.	Rent for April 2015	\$850.00
8.	Filing fee	\$50.00
	Total	\$1,988.06

Analysis

Based on the undisputed testimony of the landlord and the documents filed into evidence, I find that the landlord has established a claim for cleaning, cleaning supplies, drywall repair, painting and light bulbs.

The landlord has also claimed \$178.50 for shampooing the carpet. *Residential Tenancy Policy Guideline#1* addresses the responsibility for the residential premises. With regard to carpets, the guideline states:

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.

In this case the tenancy was less than one year and therefore the landlord must bear the cost of shampooing the carpet.

Section 26 of the *Residential Tenancy Act*, states that a tenant must pay rent when it is due under the tenancy agreement. In the absence of evidence to the contrary, I find that the tenant did not pay rent for April 2015. Therefore, I find that the landlord is entitled to rent in the amount of \$850.00.

Since the landlord has proven her case, she is entitled to the recovery of the filing fee of \$50.00.

Overall the landlord has established a claim of \$1,809.56. I order that the landlord retain the security deposit of \$425.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$1,384.56. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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Conclusion

I grant the landlord a monetary order of **\$1,384.56**.

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: October 15, 2015

Residential Tenancy Branch

