



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Dispute Codes: MNR, MND, MNSD, FF

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent and utilities, for damages to the rental unit as well as to recover the filing fee for this proceeding. The Landlord also applied to keep all or part of a security deposit.

The Landlord served the Tenant with a copy of the application and Notice of Hearing by registered mail on December 10, 2008. The Tenant attended the teleconference on February 5, 2009 but claimed she had not received the Landlord's evidence package. The Tenant was granted an adjournment and the Landlord re-served her evidence package on the Tenant at the new address she provided. The Tenant did not attend the reconvened hearing even though she was advised of the new date and time and mailed a new Notice of Hearing. I find that the Tenant has been properly served with the Landlord's hearing package pursuant to s. 89 of the Act and the hearing proceeded in her absence.

Issue(s) to be Decided

1. Are there arrears of rent and utilities and if so, how much?
2. Is the Landlord entitled to compensation for damages and if so, how much?
3. Is the Landlord entitled to keep all or part of the Tenant's security deposit?

Background and Evidence

This tenancy started on November 15, 2007 and ended on or about August 17, 2008 when the Tenant moved out without notice. The Landlord said that rent was subsidized with the Tenant's portion being \$376.00 per month. The Landlord claimed that sometime in June, 2008 another occupant began residing in the rental unit and as a result, the Landlord advised the Tenant that her household income would have to be re-assessed to determine the appropriate rental rate. The Tenant did not respond to the Landlord's request and as a result, the Tenant's rent was not subsidized for August, 2008 and reverted to the market rent of \$1,500.00 per month as provided for in the tenancy agreement.

The Landlord said the Tenant gave her a cheque for August, 2008 rent that was returned for non-sufficient funds. Consequently, the Landlord applied to recover her bank charges of \$25.00 in connection with the returned cheque. The Landlord also applied to recover her expenses for general cleaning of the rental unit, carpet cleaning and blind cleaning at the end of the tenancy. In support, the Landlord provided a copy of a condition inspection report completed without the Tenant (as her whereabouts were not known) and invoices for the expenses in question.

Analysis

I find that the Landlord has made out a claim for rent arrears in the amount of \$1,500.00, an NSF fee of \$25.00 and is also entitled to recover cleaning expenses and the \$50.00 filing fee for this proceeding. Pursuant to s. 38(4), 62(3) and 72 of the Act, I order the Landlord to keep the Tenant's security deposit plus accrued interest in partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as follows:

Rent arrears:	\$1,500.00
NSF fee:	\$25.00
General cleaning:	\$170.00
Carpet cleaning:	\$99.75
Blind cleaning:	\$42.00
Filing fee:	<u>\$50.00</u>
Subtotal:	\$1,886.75
Less: Security Deposit:	(\$450.00)
Accrued Interest:	<u>(\$8.21)</u>
BALANCE OWING:	\$1,428.54

Conclusion

A Monetary Order in the amount of **\$1,428.54** has been issued to the Landlord and a copy of it must be served on the Tenant. If the amount is not paid by the Tenant, the Order may be enforced in the Provincial (Small Claims) Court of British Columbia and enforced as an order of that court.