



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This matter dealt with an application by the Landlord for a monetary order for unpaid rent, for compensation for damages to the rental unit and to recover the filing fee for this proceeding. The Landlord also applied to keep the Tenant's security deposit, however in a previous hearing between these parties that took place on June 29, 2009, the Landlord was ordered to return the Tenant's security deposit within 15 days or else the Tenant could apply for compensation under the Act for double the amount of the security deposit. Consequently, as the Landlord has already been ordered to return the Tenant's security deposit, the Landlord is barred from claiming it in these proceedings.

The Landlord said he served the Tenant on July 15, 2009 with the Application and Notice of Hearing by registered mail to a forwarding address she provided. According to the Canada Post online tracking system, a notification card was left for the Tenant on July 17, 2009, however she did not pick up the hearing package. I find that the Tenant was served as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issues(s) to be Decided

1. Are there arrears of rent and if so, how much?
2. Is the Landlord entitled to compensation for damages to the rental unit and if so, how much?

Background and Evidence

The tenancy started on November 1, 2008. The Landlord claims that the tenancy did not end until January 11, 2009 when the Tenant returned her keys. Rent was \$900.00 per month payable in advance on the 1st day of each month.

The Landlord said that the Tenant left the rental unit damaged and unclean at the end of the tenancy and therefore he incurred expenses in order to clean and repair the damage. The Landlord said he did not do a move out condition inspection report at the end of the tenancy because the Tenant moved out without giving him a forwarding address. In support of his claim, however, the Landlord provided a receipt dated January 14, 2009 for "rubbish removal and clean up" in the amount of \$450.00.



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Analysis

In the absence of any evidence from the Tenant to the contrary, I find that there are arrears of rent of \$100.00 for November 2008 and \$100.00 for December 2008. Although the Landlord claimed that the tenancy ended on January 11, 2009 because that was when the Tenant returned her keys, a finding was made in the previous hearing that the tenancy ended on December 31, 2008. The Landlord did not apply for a Review of that Decision and as a result, I am not at liberty to change that finding of fact. Consequently, the Landlord's claim for \$300.00 for over-holding rent is dismissed.

In the absence of any evidence from the Tenant to the contrary, I also find that the Landlord is entitled to recover \$450.00 for garbage removal and general cleaning of the rental unit at the end of the tenancy. The Landlord is also entitled to recover the \$50.00 filing fee for this proceeding.

Conclusion

A Monetary Order in the amount of **\$700.00** 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 filed in the Provincial (Small Claims) Court of British Columbia and enforced as an Order of that Court.

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: November 02, 2009.

Dispute Resolution Officer