



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNSD, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on October 20, the tenant did not participate in the conference call hearing.

### Issues(s) to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The landlord's undisputed testimony is as follows. Rent was set at \$1,200.00 per month. The tenant paid a \$400.00 security deposit on October 31, 2008. In September 2009 the City of Surrey discovered a marijuana grow operation in the rental unit and issued a Certificate of Electrical Inspection which was entered into evidence. The Certificate indicated as follows:

- All open wiring to be made safe & code compliant
- Breaker fillers rod on main panel
- Smoke det. disconnected

The parties entered into a mutual agreement to end the tenancy on October 11. The landlord claimed that a condition inspection report was completed at the beginning of the tenancy but not at the end because the landlord was unsure as to when the tenant would be vacating. The landlord confirmed that the tenant did indeed vacate on

October 11. The landlord was carefully questioned as to whether he attempted to schedule a condition inspection report with the tenant but the landlord consistently answered this question by repeating that the tenant said he was not sure when he would be moving out. The tenant paid no rent for the period from October 1 – 11 and did not clean the rental unit. The landlord seeks to recover \$440.00 which he claims represents 11 days of rent. The landlord claimed to have spent \$200.00 cleaning the rental unit but seeks to recover just \$150.00 of this cost. The landlord submitted no corroborating evidence such as an invoice from a cleaning company to support his claim. The landlord claimed to have spent more than \$1,000.00 performing electrical repairs but seeks to recover just \$300.00 of this cost. The landlord submitted no corroborating evidence such as an invoice from an electrician to support his claim.

### Analysis

I accept that the tenant failed to pay any rent in the month of October. I find that at a daily rental rate of \$38.71 the landlord is entitled to recover a total of \$425.81 in unpaid rent and I award the landlord this sum. The remainder of the landlord's claim is dismissed. In the absence of a condition inspection report, photographs or an invoice from a cleaning company, I find that the landlord has failed to prove on the balance of probabilities that the rental unit required cleaning or that it cost \$150.00 to perform cleaning. The mutual agreement to end tenancy listed October 11 as the end of tenancy date and the landlord was obligated to provide the tenant with two opportunities to schedule a condition inspection and serve the second opportunity on the form prescribed by the Regulation. The landlord also provided no corroborating evidence to show the cost of the electrical repairs. I find that the landlord is entitled to recover the cost of the filing fee paid to bring this application for a total award of \$475.81.

### Conclusion

I order that the landlord retain the \$400.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$75.81.

This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Dated: February 10, 2010

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