



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes MNR, MND, MNDC, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for monetary orders for unpaid rent, for damages and cleaning the unit, for compensation under the Act and the tenancy agreement, to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Although duly served with the Application for Dispute Resolution and Notice of Hearing by registered mail, sent on January 8, 2010, and deemed under the Act to be received five days later, the Tenant did not appear. The Agent for the Landlord provided evidence that the Tenant had refused receipt of the registered mail. I note that refusal to accept registered mail is not a ground for review under the Act. I find that the Tenant has been duly served in accordance with the Act.

The Agent for the Landlord appeared, gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

### Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

### Background and Evidence

This tenancy began on August 1, 2008, with the Tenant agreeing to pay \$1,300.00 per month in rent to the Landlord. The Tenant paid the Landlord a security deposit of \$650.00 on July 16, 2008.

The Tenant failed to pay all the rent due and the Agent for the Landlord attempted to help the Tenant out by forming a payment schedule. The Tenant continued to fail to pay rent. The Tenant made a partial payment of rent in July of 2009 of \$600.00, then did not pay the rent for August, September or October of 2009.

On October 24, 2010, the Agent served the Tenant with a 10 day Notice to End Tenancy for unpaid rent. The Tenant left the rental unit on or about November 2, 2009, although she failed to participate in the outgoing condition inspection report and did not notify the Landlord when she vacated.

The Landlord claims for loss of rent. The Landlord further claims they have incurred substantial costs to remove debris left behind by the Tenant, and clean and repair the rental unit due to the condition it was left in by the Tenant.

The Landlord claims as follows:

|    |  |                   |
|----|--|-------------------|
| a. | Rent for July, August, September and October | 4,500.00          |
| c. | Cleaning appliances and rental unit          | 944.40            |
| d. | Replace locks (keys not returned by Tenant)  | 55.94             |
| e. | Replace light bulbs removed by Tenant        | 10.02             |
| f. | Cleaning carpets                             | 152.25            |
| g. | Filing fee                                   | 100.00            |
|    | <b>Total claimed</b>                         | <b>\$7,599.96</b> |

In support of these claims the Landlord has provided evidence including, but not limited to, documents, bills, invoices, photographs and the tenancy agreement.

### Analysis

Based on the above, the uncontradicted testimony, evidence and photographs, and on a balance of probabilities, I find that the Tenant has breached the Act and tenancy agreement by failing to pay rent when due, by failing to clean and remove debris from the rental unit, by removing light bulbs without right or authority and by failing to clean the carpets.

I find the Tenant's breaches of the Act and tenancy agreement have caused losses to the Landlord.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations

or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

The Landlord and the Agent for the Landlord have provided significant evidence in this matter, which satisfies me the Landlord is entitled to all the amounts claimed against the Tenant.

Therefore, I find that the Landlord has established a total monetary claim of **\$7,599.96** comprised of the above described amounts and the fee paid for this application.

I order that the Landlord retain the deposit and interest of **\$654.53** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$6,945.43**.

This order may be filed in the Provincial Court (Small Claims) 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: June 16, 2010.

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Dispute Resolution Officer