



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

**Dispute Codes:** MNSD, MNR, MNDC, FE

### **Introduction**

This is the Landlord's application for a Monetary Order for unpaid rent and compensation for the cost of cleaning the rental unit; to apply the security deposit towards its monetary award; and to recover the cost of the filing fee from the Tenant.

The Landlord's agent gave affirmed testimony at the Hearing.

The Landlord's agent testified that the Tenant was mailed the Notice of Hearing documents, by registered mail, on September 16, 2010. The Landlord sent the documents to the address the Tenant gave for service at a Dispute Resolution Hearing on September 13, 2010. The Landlord's agent testified that the registered mail documents were returned to him on September 23, 2010. The Landlord's agent provided a tracking number of the registered mail documents.

I accept the Landlord's agent's affirmed testimony that the registered mail documents were mailed to the Tenant, in accordance with the provisions of Section 89(1)(d) of the Act, three days after being provided her address for service. Section 90 of the Act deems service in this manner to be effective 5 days after mailing the document, whether or not the recipient accepts service. In spite of being served with the documents, the Tenant did not appear at today's Hearing and the Hearing proceeded in her absence.

### **Issue(s) to be Decided**

- (1) Is the Landlord entitled to Monetary Order for unpaid rent for the month of August, 2010, and the cost of cleaning the rental unit at the end of the tenancy?

### **Background and Evidence**

The tenancy began on May 1, 2010. A copy of the tenancy agreement was entered in evidence. Monthly rent was \$480.00 per month, due on the first day of each month. The Tenant paid a security deposit in the amount of \$240.00 at the beginning of the tenancy.

The Tenant moved out of the rental unit with no notice to the Landlord. The Landlord's agent went to the rental unit on August 10, 2010, with two witnesses, and determined that the Tenant had abandoned the rental unit along with some second hand furniture and old clothes. The Landlord's agent testified that the Tenant's abandoned belongings were of no monetary value. The Landlord's agent completed a Condition Inspection Report, a copy of which was provided in evidence. The Tenant did not leave the rental unit in a reasonable state of cleanliness.

The Landlord seeks to recover the cost of cleaning the rental unit and dump fees. The Landlord provided an invoice dated August 10 and 11, in the amount of \$250.00 from the cleaner. The Landlord also seeks loss of rent for the month of August, 2010, and late fees in the amount of \$25.00.

### **Analysis**

Based on the undisputed testimony of the Landlord's agent, and the absence of any evidence to the contrary from the Tenant, the Landlord has established its claim, as follows:

|                                |                 |
|--------------------------------|-----------------|
| Loss of rent for August, 2010  | \$480.00        |
| Cost of cleaning and dump fees | <u>\$250.00</u> |
| TOTAL:                         | \$730.00        |

The Landlord is not entitled to late fees in the amount of \$25.00. The Landlord has been successful in its application and is entitled to recover the cost of the filing fee from the Tenant.

Pursuant to the provisions of Section 72 of the Act, the Landlord may apply the security deposit in partial satisfaction of its monetary claim. No interest has accrued on the security deposit.

I hereby provide the Landlord with a monetary order against the Tenant, calculated as follows:

|  |                     |
|--|---------------------|
| Monetary award                             | \$780.00            |
| Less security deposit                      | < <u>\$240.00</u> > |
| TOTAL amount due to Landlord after set off | \$540.00            |
|  | =====               |

### **Conclusion**

I hereby provide the Landlord a Monetary Order in the amount of **\$540.00** against the Tenant. This Order must be served on the Tenant and may be filed in the Provincial Court of British Columbia (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: January 24, 2011.

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