



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent, for loss or damage under the Act, regulations or tenancy agreement, to recover the filing fee for this proceeding and to keep the Tenant's security deposit in partial payment of those amounts.

The Landlord said he served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on October 25, 2010. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package 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 rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?
3. Is there a loss of damage to the Landlord and if so how much?
4. Is the Landlord entitled to compensation for the loss or damage and if so how much?
5. Is the Landlord entitled to keep the Tenant's security deposit?

Background and Evidence

This tenancy started on February 17, 2010 as a month to month tenancy. Rent was \$1,200.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$600.00 on February 17, 2010.

The Landlord said the tenancy ended on October 15, 2010 when the Tenant moved out. The Landlord said a move in condition inspection was completed, but the Tenant did not attend the move out condition inspection meeting. The Tenant gave the Landlord his written forwarding address on September 15, 2010 by letter.

The Landlord said that the Tenant did not pay \$1,200.00 of rent for September 2010, when it was due and as a result, on September 13, 2010 he posted a 10 day Notice to End Tenancy for Unpaid Rent or Utilities dated September 13, 2010 on the Tenant's

door of the rental unit. The Landlord said the Tenant did not pay the September rent of \$1,200.00.

The Landlord continued to say that the Tenant did not pay the outstanding utilities bill for \$194.05 which was sent to the Tenant with the Hearing package on October 22, 2010. The Landlord said he is seeking to recover the costs of the utilities from the Tenant.

In addition the Landlord said the Tenant left a large amount of branches and tree cuttings from his landscaping business in the yard of the rental unit that the Landlord had to haul away. The Landlord submitted a bill for the amount of \$374.08, which he paid to clean the yard of branches and debris.

The Landlord also said that the Tenant left the house dirty and the Landlord had to clean the house remove garbage and clean the carpets. The Landlord is seeking to recover the costs to clean the carpets of \$67.20. The Landlord submitted a bill for the carpet cleaning.

In addition the Landlord requested to recover from the Tenant the \$50.00 filing fee for this proceeding.

Analysis

Section 26 (1) says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

I find that the Tenant has not paid the overdue rent and utilities and the tenant has not applied for dispute resolution. The Tenant does not have the right to withhold part or all of the unpaid rent and utilities. Consequently, I find pursuant to s. 67 of the Act that the Landlord is entitled to the unpaid rent of \$1,200.00 and the unpaid utilities of \$194.05.

Section 37 (2) says that when a tenant vacates a rental unit they must leave it reasonably clean and undamaged except for normal wear and tear.

I accept the Landlord's testimony and evidence that the Tenant left the unit unreasonable dirty and the debris in the yard was as well unreasonable. I find for the Landlord and award the carpet cleaning costs of \$67.20 and the debris hauling costs of \$374.08 to the Landlord.

As the Landlord has been successful in this matter, he is also entitled to recover from the Tenant the \$50.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenant's security deposit in partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

	Rent and Utilities arrears:	\$ 1,394.05
	Hauling costs	\$ 374.08
	Carpet cleaning	\$ 67.20
	Recover filing fee	<u>\$ 50.00</u>
	Subtotal:	\$ 1,885.33
Less:	Security Deposit	<u>\$ 600.00</u>
	Subtotal:	\$ 600.00
	Balance Owing	\$ 1,285.33

Conclusion

A Monetary Order in the amount of \$1,285.33 has been issued to the Landlord. A copy of the Orders must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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*.

Residential Tenancy Branch