



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

### Dispute Codes:

**MNDC, MNR MND, FF**

### Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has made application for compensation for unpaid rent, damage to the rental unit, to retain all or part of the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The landlord provided affirmed testimony that on November 9, 2010, she picked up her Notice of Hearing package from the Service BC office and on the same day sent it to the tenant via registered mail. The landlord provided a tracking number as evidence of service. The landlord checked the Canada Post web site which indicated that on November 18, 2010, the tenant signed, accepting the registered mail.

These documents are deemed to have been sufficiently served in accordance with section 71 of the *Act*; however the tenant did not appear at the hearing.

### Issue(s) to be Decided

Is the landlord entitled to compensation for unpaid rent and damage to the rental unit?

May the landlord retain the deposit in partial satisfaction of the monetary claim?

Is the landlord entitled to filing fee costs?

### Background and Evidence

The tenancy commenced November 1, 2008, rent of this unit, in a 6-plex building, was \$500.00 per month, due on the first day of the month. A deposit in the sum of \$250.00 was paid at the start of the tenancy.

The tenant moved out of the rental unit without written notice. On October 1, 2010, the landlord discovered that the tenant had left and it was not until later in the month that she determined the tenant had given up possession of the unit.

The tenant did not supply a written forwarding address, however the landlord did visit the tenant at a residence, where the registered mail was sent and successfully delivered.

The landlord supplied photographs taken of the rental unit after the tenant moved out; the photos showed the need for cleaning, wall repairs and garbage removal. The landlord provided a breakdown of her claim:

- \$500.00 - Unpaid October, 2010 rent;
- \$120.00 – 8 hours of cleaning by landlord;
- \$100.00 – repair of holes in wall completed by landlord; and
- \$50.00 – replace 2 broken blinds.

A move-in condition inspection was not completed. A move-out inspection was not possible as the tenant moved without written notice.

The landlord did not provide a receipt verifying blind replacement.

### Analysis

In the absence of evidence to the contrary and the absence of the tenant who was served with Notice of this hearing, I find that the landlord is entitled to the following compensation:

- \$500.00 - Unpaid October, 2010 rent;
- \$120.00 – 8 hours of cleaning by landlord; and
- \$100.00 – wall repair.

Section 45 of the Act requires a tenant to give one month's written notice at least 1 day prior to the day in the month rent is due. As the tenant did not give notice, as required by the Act, the landlord is entitled to compensation for unpaid October, 2010, rent.

From the evidence before me I find that the landlord should be compensated for the time taken to clean and repair the rental unit. A tenant is responsible for damages that are beyond normal wear and tear; the wall damage exceeded that. A tenant is required to leave a rental unit reasonably clean and I find, based on the photographic evidence, that the unit was not reasonably clean at the end of the tenancy.

In the absence of a receipt for blinds, I dismiss that portion of the claim.

I find that the landlord's application has merit, and I find that the landlord is entitled to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

I find that the landlord is entitled to retain the tenant's security deposit in the amount of \$250.00, in partial satisfaction of the monetary claim.

### Conclusion

I find that the landlord has established a monetary claim, in the amount of \$770.00, which is comprised of \$720.00 in unpaid October, 2010, rent, damage to the unit and \$50.00 in compensation for the filing fee paid by the landlord for this Application for Dispute Resolution.

The landlord will be retaining the tenant's security deposit in the amount of \$250.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the landlord a monetary Order for the balance of \$520.00. In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court 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: March 02, 2011.

---

Residential Tenancy Branch