

Decision

Dispute Codes:

MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for rental arrears owed and damages including loss of rent, cleaning costs and repairs.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent to an address that was obtained and confirmed as the tenant's new residence by the landlord, the tenant did not appear.

Preliminary Matters

Previous Decision

A previous Direct Request Decision dated October 22, 2010 had dismissed the landlord's application for \$650.00 rent owed based on a Ten Day Notice to End Tenancy for Unpaid Rent issued on September 20, 2010 without leave.

Therefore this specific matter could not be revisited. However, the portion of the landlord's claim seeking a monetary order for rent owed for October 2010, loss of rent for November 2010, cleaning costs and repairs was heard and considered.

Evidence

The landlord had submitted evidence that was received on file but was never served on the other party. According to the Residential Tenancy Rules of Procedure, Rule 3.1, (*Documents that must be served*), in addition to the application the applicant must serve each respondent with copies of all of the following:

- the notice of dispute resolution proceeding letter provided to the applicant by the Residential Tenancy Branch;

- the dispute resolution proceeding information package provided by the Residential Tenancy Branch;
- the details of any monetary claim being made, and
- ***any other evidence accepted by the Residential Tenancy Branch with the application or that is available to be served.*** (my emphasis)

I also note that the Landlord and Tenant Fact Sheet contained in the hearing package makes it clear that “copies of all evidence from both the applicant and the respondent and/or written notice of evidence must be served on each other and received by RTB as soon as possible..”

In this instance I found that the supporting evidence submitted by the landlord for the purpose of this application would not be considered as it had not been served to the respondent tenant. However, the landlord was permitted to give verbal testimony.

Issue(s) to be Decided

The issue to be determined, based on the testimony and evidence, is whether or not the landlord is entitled to monetary compensation for rental arrears and damages.

Background and Evidence

The tenancy began on July 1, 2010 and the tenant vacated on October 28, 2010. The rental rate was \$500.00 per month, as established at the previous hearing. A security deposit of \$250.00 was being held on behalf of the tenant.

The landlord testified that, in addition to the amounts unpaid from the past, the tenant failed to pay rent for October 2010 and November 2010 and the landlord is claiming compensation. The landlord testified that the tenant did not leave the rental unit reasonably clean and the condition required 21 hours of cleaning at a cost of \$25.00 per hour for a total of \$500.00. The landlord testified that repairs had to be made to the unit as well, at a cost of \$250.00. The landlord was also seeking the \$50.00 paid for filing the application.

Analysis

Based on the testimony of the landlord, I find that the tenant remained in the unit until the end of October and vacated without notice to the landlord and I accept that the landlord was owed \$500.00 rent for October and \$500.00 loss of rent for November. In the absence of evidentiary verification, I accept that the landlord was required to clean

the rental unit and grant a portion of the claimed cleaning costs in the amount of \$250.00. I find that the landlord did not conduct move-in and move out condition inspection reports and failed to sufficiently prove the actual cost of repairs. Accordingly, I dismiss the portion of the application relating to the repair costs. .

Given the above, I find that the landlord has established a total monetary claim of \$1,300.00 comprised of \$1,000.00 accrued rental arrears, \$250.00 for cleaning costs and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the security deposit of \$250.00 in partial satisfaction of the claim leaving a balance due of \$1,050.00.

Conclusion

I hereby grant the Landlord an order under section 67 for \$1,050.00. The order must be served on the Respondent and 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: March 2011.

Residential Tenancy Branch