



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for compensation for damage – Section 67;
3. An Order to retain the security deposit - Section 38;
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing.

The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on July 1, 2009. Rent in the amount of \$510.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$437.00. On November 8, 2010 the Landlord served the Tenant with a 2 Month Notice to end tenancy for reasons that the Tenant no longer qualified for the subsidized rental unit. Information on the file

indicates that the Tenant has not filed an Application for Dispute Resolution. The Tenant did not pay rent for December 2010. On December 3, 2010, the Tenant and Landlord completed a move-out inspection and the Tenant signed an agreement authorizing the Landlord to apply the security deposit against outstanding rent and cleaning costs. At the time the Tenant participated in the condition inspection, she told the Landlord she would do some cleaning to the unit before she left however the Landlord states that this was not done. The Landlord states that the Tenant vacated the unit by December 15, 2010 and left several articles of furniture and clothing along with a large amount of garbage. The Landlord submitted bills for cleaning and hauling the garbage. The quantum of the Landlord's monetary claim is **\$1,060.13** for unpaid rent, cleaning and disposal costs.

Analysis

Section 49.1 of the Act requires that upon receipt of a 2 Month Notice to End Tenancy the tenant must, within fifteen days, dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If the tenant does not dispute the Notice, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. The Tenant has not applied for Dispute Resolution to dispute the notice. The Tenant is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Based on the Landlord's evidence, the Tenant did not pay rent for December 2010 and left without notice by December 15, 2010. Accepting the move-out condition report, and the evidence of costs provided by the Landlord, I find that the Landlord has established a monetary claim for **\$1,060.13** in unpaid rent, cleaning and disposal costs. The Landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$1,110.13**. Accepting the signed agreement by the Tenant for the Landlord to apply the security deposit against cleaning costs and rental arrears, the **security deposit** will be off-set from the award made herein.

Calculation for Monetary Order

Rental Arrears	\$510.00
Cleaning costs	273.38
Disposal costs	276.75
Filing Fees for the cost of this application	50.00
Less Security Deposit and interest <i>to date</i>	-437.00
Total Monetary Award	\$673.13

Conclusion

I Order that the Landlord retain the **deposit** and interest of \$437.00 in partial satisfaction of the claim and I grant the Landlord an Order under Section 67 of the Act for the balance due of **\$673.13**. If necessary, this Order may be filed in the 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: April 29, 2011.

Residential Tenancy Branch