



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, FF

Introduction

This is the Landlord's application to apply the security deposit towards unpaid rent and damages; 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 she served the Tenant with the Notice of Hearing documents and copies of the Landlord's documentary evidence by registered mail sent February 23, 2011, to the Tenant's forwarding address. The Landlord provided a copy of the registered mail receipt and Canada Post Tracking information in evidence. The tracking information indicates the Tenant received the documents on March 1, 2011.

I accept the Landlord's agent's affirmed testimony and documentary evidence that the Tenant was duly served with the Notice of Hearing documents and evidentiary material in accordance with the provisions of Section 88(10(c) of the Act. In spite of being served with the documents, the Tenant did not sign into the teleconference and the Hearing proceeded in his absence.

Issue(s) to be Decided

- (1) Is the Landlord entitled to apply the security deposit towards rent arrears and the cost of cleaning the rental unit at the end of the tenancy?

Background and Evidence

This tenancy ended on February 16, 2011, as a result of a Notice to End Tenancy for

Unpaid Rent issued February 2, 2011. Monthly rent was \$711.00, due on the first day of each month. The Tenant paid a security deposit in the amount of \$355.50 on February 24, 2010.

The Tenant refused to participate in a Condition Inspection at the end of the tenancy. The Landlord's agent completed the report on her own with a witness present. A copy of the Condition Inspection Report and photocopies of photographs of the rental unit were provided in evidence.

The Tenant did not clean the rental unit at the end of the tenancy and left garbage in the rental unit. It took 2 professional cleaners a total of 4 hours each to dispose of the garbage and clean the rental unit. The Landlord seeks to apply the security deposit to cover this cost, which is broken down as follows:

Cleaning @ \$22.50 per hour x 4 hours	\$90.00
Garbage removal and dump fees	<u>\$180.00</u>
Total	\$270.00

The Tenant paid only \$335.00 in rent for the month of February, 2011, and the Landlord seeks to apply the remainder of the security deposit in the amount of \$85.50 towards the unpaid rent of \$356.00.

Analysis

I accept the undisputed testimony of the Landlord's agent with respect to the Landlord's claim. The Landlord has established its claim for the cost of cleaning the rental unit and recovery of a portion of the unpaid rent.

Pursuant to the provisions of Section 72 of the Act, the Landlord may apply the security deposit in satisfaction of its monetary award.

The Landlord has been successful in its claim and is entitled to recover the \$50.00 filing fee from the Tenant.

Conclusion

Pursuant to the provisions of Section 72 of the Act, the Landlord may apply the security deposit of **\$355.50** in satisfaction of its monetary award.

I hereby provide the Landlord a Monetary Order in the amount of **\$50.00** for service upon the Tenant. This Order may be filed in the Provincial Court 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: June 20, 2011.

Residential Tenancy Branch