



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, MNR, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent only. The tenants did not attend.

The agent testified the tenants were served with notice of this hearing via registered mail and has provided copies of the receipts and tracking numbers for each tenant. I accept the tenants were sufficiently served and in accordance with the *Residential Tenancy Act (Act)*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for damage or loss; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted a copy of a tenancy agreement signed by the parties on January 15, 2009 for a 1 year fixed term tenancy that began on February 1, 2009 and converted to a month to month tenancy on February 1, 2010 for a monthly rent of \$800.00 due on the 1st of each month with a security deposit paid on January 15, 2009. The tenancy agreement contains a clause for a \$20.00 late payment fee when rent is paid late.

The landlord also submitted a copy of a 10 Day Notice to End Tenancy for Unpaid Rent issued on April 6, 2011 for unpaid rent in the amount of \$820.00 due on April 1, 2011 with an effective vacancy date of April 16, 2011. The landlord provided as evidence a tenant ledger showing the account history for the duration of the tenancy.

The agent testified the tenants made no payments towards rent after the 10 Day Notice to End Tenancy was issued and the rental arrears remains unpaid in the amount of \$820.00.

The agent testified that after the tenants vacated the rental unit no cleaning was completed and removal of garbage was required. The landlord submitted, into evidence, a copy of a receipt for 6.5 hours of cleaning at \$20.00 per hour for a total of \$130.00.

Analysis

In the absence of any testimony or evidence contradicting the landlord's evidence and testimony, I accept the landlord's evidence that the tenants failed to pay rent for the month of April 2011 and that the tenants failed to comply with Section 37 of the *Act*, specifically leaving the rental unit reasonably clean.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,000.00** comprised of \$800.00 rent owed; \$20.00 late fees; \$130.00 cleaning and garbage removal and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$400.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$600.00**. This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: September 01, 2011.

Residential Tenancy Branch