



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, 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 two agents for the landlord.

Despite the landlord's assertions the tenant abandoned the rental unit, the landlord testified that they found the tenant by "googling" the tenant's name and confirming the address by completing a credit check.

The landlord also testified that they served the tenant with the notice of hearing documents via registered mail on August 9, 2011. Based on this testimony, I accept the tenant was sufficiently served for the purposes of this hearing.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for all or part of the security deposit; for damage to the rental unit; for damage or loss under the Residential *Tenancy Act* (*Act*), regulation or tenancy agreement 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 into evidence a copy of a tenancy agreement signed by both parties on June 10, 2010 for a 1 year fixed term tenancy beginning on July 1, 2010 for the monthly rent of \$875.00 due on the 1<sup>st</sup> of each month with a security deposit of \$437.50 paid on June 10, 2010.

The tenancy agreement included a clause that indicates that if the carpets and window coverings are new or professionally cleaned at the start of the tenancy the tenant will pay for professional cleaning at the end of the tenancy.

The landlord testified that on May 25, 2011 the landlord provided the tenant with written notice of the landlord's intent to enter the rental unit over several days in June to show the rental unit to potential new tenants. The first of these showing dates was June 2,

2011 and at this time and upon entry to the rental unit the landlord found the tenant had removed the majority of his possessions.

The landlord submitted into evidence a copy of a Condition Inspection Report completed both at move in and upon discovery that the tenant had vacated the rental unit. The landlord submitted that several attempts were made to contact the tenant but the tenant did not respond to the landlord's calls.

The Report indicates at the start of the tenancy the floors were generally showing "normal wear and tear" and that the blinds were clean. At the end of the tenancy the Report stipulates that the entire rental unit required cleaning; that several items and garbage required removal; some damage to a cabinet; living room window; and sliding door mechanism; and the blinds were not professionally cleaned.

The landlord provided a copy of a receipt confirming the blinds had been professionally cleaned a few days prior to the start of the tenancy. The landlord has also provided 53 photographs of the rental unit dated June 3, 2011. In addition the landlord has submitted into evidence receipts for garbage removal; cleaning; blind cleaning; and rent. The landlord seeks the following monetary claim:

Description	Amount
Garbage removal	\$56.00
Cleaning	\$325.00
Blind cleaning	\$123.20
Rent	\$875.00
<b>Total</b>	<b>\$1,379.20</b>

### Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the Act, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

In the absence of any evidence or testimony from the tenant, I accept the landlord's agents' testimony that the tenant vacated the rental unit without paying rent for the month of June 2011. As such, I find the landlord suffered a loss resulting from a violation of the Act and that the landlord has established the value of that loss.

Section 37 of the Act stipulates that a tenant who is vacating a rental unit must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear. I accept, based on the documentary evidence and testimony provided by the landlord's agents' that the condition at the end of the tenancy did not comply with the requirements of Section 37.

I also accept, based on the documentary evidence that the blinds had been professionally cleaned prior to the start of this tenancy allowing the landlord to invoke Clause 23 of the tenancy agreement.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,429.20** comprised of \$875.00 rent owed; \$325.00 cleaning; \$123.20 blind cleaning; \$56.00 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 \$437.50 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$991.70**. This order must be served on the tenant. If the tenant fails 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: October 04, 2011.

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Residential Tenancy Branch