



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNDC, MNR, FF*

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent, for the cost of painting and cleaning and for the recovery of the filing fee.

The landlord testified that she served the tenant with the notice of hearing by registered mail on September 14, 2011. The landlord filed a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to a monetary order for unpaid rent, for the cost of cleaning and painting and for the recovery of the filing fee?

### **Background and Evidence**

The landlord testified that the tenancy started on September 15, 2009, for a fixed term of one year with an end date of September 30, 2010. The monthly rent was \$1,050.00 payable on the first of each month.

The landlord stated that the tenant failed to pay rent for August and moved out on August 15, 2010, without giving the landlord any notice to end the tenancy nor did the tenant provide the landlord with a forwarding address. The landlord found a new tenant for September 15, 2010.

A few months later, the tenant entered into a tenancy agreement to rent another unit in the same complex. Since the building manager was new, she did not recognise the tenant. However, while completing some paper work, the property manager made the connection and filed this application.

Upon serving the tenant with the notice of hearing, the tenant moved out of the second rental unit without notice and also did not provide a forwarding address.

The landlord stated that the tenant did not return the keys and left the rental unit (the subject of this dispute) in a messy condition that required painting. The landlord is applying for the following and has filed evidence to confirm proof of costs incurred.

1.	Rent for August 2011	\$1,050.00
4.	Cleaning	\$200.00
5.	Replace building keys	\$75.00
6.	Filing fee	\$50.00
	Total	<b>\$2,250.00</b>

### **Analysis**

Section 26 of the *Residential Tenancy Act*, states that a tenant must pay rent when it is due under the tenancy agreement. In the absence of evidence to the contrary, I find that the tenant did not pay rent for August and September 2010. Therefore, I find that the landlord is entitled to rent for these months in the total amount of \$1,575.00.

I also find that the landlord has proven her claim for the cost of painting, cleaning and replacing keys. Since the landlord has proven her case, she is also entitled to the recovery of the filing fee of \$50.00.

I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount of \$2,250.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord a monetary order of **\$2,250.00**.

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: November 29, 2011.

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