



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, FF

Introduction

This hearing was convened by way of conference call in response to an application made by the landlord for a monetary order for unpaid rent or utilities, for a monetary order for damage to the unit, site or property and to recover the filing fee from the tenant for the cost of this application.

An agent for the landlord commission attended the conference call hearing, gave affirmed testimony and provided evidence in advance of the hearing. However, despite being served with the Landlord's Application for Dispute Resolution and notice of hearing documents by registered mail on July 27, 2011, the tenant did not attend. The landlord's agent testified that a check with Canada Post on-line showed that the tenant picked up the registered mail package on August 2, 2011. I find that the tenant has been served in accordance with the *Residential Tenancy Act*.

Issue(s) to be Decided

- Is the landlord entitled to a monetary order for unpaid rent or utilities?
- Is the landlord entitled to a monetary order for damage to the unit, site or property?

Background and Evidence

The landlord's agent testified that this month-to-month tenancy began on September 16, 2009 and ended on or about December 16, 2010. Rent in the amount of \$456.00 per month was payable in advance on the 1st day of each month, and the tenant had paid a pro-rated amount for the first month of the tenancy. No security deposit or pet damage deposit was collected.

The landlord's agent further testified that the tenant failed to pay rent in full when it was due for the month of September, 2011, leaving a balance outstanding of \$50.00 for that month. The tenant further failed to pay any rent for the months of October, November or December, 2010. The landlord's agents attempted to work with the tenant to clear up

the arrears but the tenant was difficult to get ahold of and wouldn't return the agents' calls. The landlord's agent issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, a copy of which was provided in advance of the hearing. The notice is dated November 5, 2010 and states that the tenant failed to pay rent in the amount of \$3,932.00 that was due on November 1, 2010 and contains an expected date of vacancy of November 23, 2010. After issuing the notice, the landlord's agents discovered that the tenant had abandoned the rental unit on or about December 16, 2010. The amount of unpaid rent amounts to \$1,418.00 for which the landlord claims a monetary order.

The tenant left the rental unit without conducting the move-out condition inspection report, which was completed by the landlord in the absence of the tenant. Both the move-in and the move-out condition inspection reports were provided in advance of the hearing. The landlord's agent testified that the carpets were all in need of cleaning, and provided a copy of a receipt in the amount of \$156.80 for that service. The move-in condition inspection report shows that the floors in the rental unit were in good condition at the commencement of the tenancy, and were all in need of cleaning at the end of the tenancy.

Analysis

The *Residential Tenancy Act* states that a tenant is required to leave a rental unit reasonably clean and undamaged except for normal wear and tear. I am satisfied in the circumstances that the tenant did not do so, and where a tenant resides in a rental unit for more than a year, or has pets that are not in a cage, or if the tenant smokes in the rental unit, the tenant would be required to clean the carpets. In this case, the tenant resided in the rental unit for more than a year, and I am satisfied that the landlord has made out a claim in the amount of \$156.80 for carpet cleaning.

The *Act* also states that a landlord must provide a tenant with at least 2 opportunities to complete the move-out condition inspection report unless the tenant has abandoned the rental unit. The landlord's agent testified that agents of the landlord noticed that the tenant was no longer residing in the rental unit as of December 16, 2010, did not provide any notice to vacate the rental unit to the landlord, and I am satisfied that the tenant abandoned the rental unit.

I also accept the evidence of the landlord that the tenant failed to pay rent in the amount of \$1,418.00 for the months of September through December, 2010. I have no evidence to the contrary, and therefore I find that the landlord has made out a claim in that amount for unpaid rent.

The landlord is also entitled to recovery of the \$50.00 filing fee for the cost of this application.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$1,624.80. This order is final and binding on the parties and may be enforced.

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 04, 2011.

Residential Tenancy Branch