



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order for unpaid rent, to keep all or part of the security deposit, money owed or compensation due to damage or loss and recovery of the filing fee.

The landlord participated in the conference call hearing but the tenants did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by registered mail. The landlord stated that the registered mail packages sent to the tenants were returned as 'refused by recipient'. I found that the tenants had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence.

### Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

### Background and Evidence

This tenancy began October 1, 2011 with monthly rent of \$650.00 and the tenants paid a security deposit of \$325.00.

On February 5, 2012 the landlord served the tenants with a 10 Day Notice to End Tenancy for Unpaid Rent.

The landlord stated that after being served with the notice to end tenancy the tenants vacated the rental unit without doing any cleaning or trash removal, there was damage in the rental unit and none of the keys were returned to the landlord. The landlord stated at the time of vacating the tenants had also not paid the \$660.00 February 2012 rent.

The landlord stated that a notice was posted to complete the move-out inspection but the tenants made no effort to attend. The landlord referred to the photographs submitted into evidence to establish the filthy condition the rental unit was left in when the tenants vacated.

The landlord stated he was able to verify that the tenants had moved in with the mother of one of the tenants and that was the address the landlord used for service.

The landlord in this application is seeking \$1290.00 compensation for the following:

- Garbage removal - \$70.00
- General cleaning - \$180.00
- Carpet cleaning - \$120.00
- Drywall repair - \$40.00
- Door handle repair – 25.00
- Light fixtures – 45.00
- Rekey mailbox – 25.00
- Rekey entrance & suite – 125.00
- Unpaid rent February 2012 - \$660.00

### Analysis

I find, pursuant to section 67 of the Act, that the landlord is entitled to cleaning, trash removal, repair and re-keying costs in the amount of \$630.00. In the absence of any receipts or proof of payment, I have accepted, from the photographic evidence submitted as evidence that the rental unit was left in deplorable condition and a vast amount of cleaning and repairs were required after the tenants vacated.

I also find that the landlords are entitled to \$660.00 compensation for the unpaid February 2012 rent as this rent remains unpaid by the tenants.

Accordingly I find that the landlord is entitled to a monetary order for \$1290.00.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$50.00 filing fee.

### Conclusion

I find that the landlord has established a monetary claim for \$1290.00 in unpaid rent, cleaning costs and repairs. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's

\$325.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$1015.00**.

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: April 18, 2012

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Residential Tenancy Branch