



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, MNDC, FF, SS

### Introduction

This conference call hearing was convened in response to the landlord's application for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and for unpaid rent; to keep the security deposit; to serve documents or evidence in a different way than required by the Act; and to recover the filing fee associated with this application.

The landlord participated in the hearing and provided affirmed testimony. She testified that she served the Notice of a Dispute Resolution Hearing to the tenants by way of registered mail sent on February 8, 2012, and provided a Canada Post tracking number. The tenants did not participate and the hearing proceeded in the tenants' absence.

The tenants provided the landlord with their forwarding address in writing when they completed the move-out inspection report; therefore I accept that the tenants were properly served and it is not necessary for the landlord to serve documents in a different way than required by the Act.

### Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of the upper level of a single detached house. Pursuant to a written agreement, the fixed term tenancy started on November 15, 2011 and was to end on February 15, 2012. The rent is \$1200.00 per month due on the 15<sup>th</sup> of the month and the tenants paid a security deposit of \$600.00. Condition inspection reports were completed at the start and the end of the tenancy and provided as evidence.

The landlord testified that the tenants did not pay rent for February 2012 and that she served them by registered mail with a 10 Day Notice to End Tenancy dated January 16, 2012. The landlord said that the tenants left on or about February 1, 2012. She stated that the tenants left without cleaning the rental unit and left garbage and a large television in the yard.

In her documentary evidence, the landlord provided 74 photographs in CD format in support of her testimony, showing residual dirt throughout specific areas of the house, as well as garbage and personal items left behind.

The landlord submitted receipts and a monetary claim as follows:

- Unpaid rent for January 15 to February 15, 2012:	\$1200.00
- Garbage removal:	\$ 182.56
- Cleaning of the rental unit:	\$ 140.00
- Filing fee:	\$ 50.00
- Cost of mailing the Notice to End Tenancy:	\$ 9.92
- Sub-total:	\$1582.48
- Less security deposit:	\$ 600.00
- Balance owed to the landlord:	\$ 982.48

### Analysis

I accept the landlord's undisputed testimony that she served the tenants with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the tenants knew, or ought to have had knowledge of the date scheduled for this hearing.

Based on the available evidence I accept that the tenants did not pay rent and that the landlord is entitled to recover the loss of rental income as claimed.

Section 37 of the *Residential Tenancy Act* provides in part that upon vacating a rental unit, the tenant must leave the unit reasonably clean and undamaged, except for reasonable wear and tear. The landlord testified that she spent two days cleaning the unit. Based on her testimony and the documentary evidence, I find that the landlord is entitled to recover the cost for cleaning the unit and for disposing of items left behind.

Other than the filing fee, there is no provision for a party to make a claim under the Act for litigation costs, or costs related to an application for dispute resolution. Therefore I dismiss the landlord's aspect of the claim for mailing the Notice to End Tenancy.

### Conclusion

The landlord established a claim of \$1522.56. I authorize the landlord to retain the tenants' \$600.00 security deposit for a balance owing of \$922.56. Since the landlord was successful, I award the landlord recovery of the \$50.00 filing fee. Pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$972.56.

This Order may be registered in the Small Claims Court and 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: April 11, 2012.

---

Residential Tenancy Branch