



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNSD and FF

This application was brought by the landlord on June 27, 2012 seeking a monetary award for unpaid rent, cleaning, refuse removal, and recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balanced owed.

Despite having been served with the Notice of Hearing served in person on June 27, 2012, the tenants did not call in to the number provided to enable their participation in the telephone conference call hearing. Therefore, it proceeded in their absence.

Issue(s) to be Decided

This application requires a decision on whether the landlord is entitled to a monetary award as requested.

Background and Evidence

This tenancy began on June 1, 2005. Rent was \$800 per month and the landlord holds a security deposit of \$380 paid on May 11, 2005. The tenancy ended in January 2012 pursuant to a Notice to End Tenancy for unpaid rent.

During the hearing, the landlord gave evidence that the tenants had begun to fall into arrears in the rent approximately two years ago.

She submitted into evidence a copy of a monthly breakdown of \$4,200 in rent owed as of December 2017 - reproduced in the table that follows - and proposed a repayment schedule. She stated that when it appeared the tenants would not adhere to the schedule, she issued the Notice to End Tenancy, terminating the tenancy in mid-January of 2012.

The tenants vacated without participating in the condition inspection report despite written notice of the need to do so and they did not provide a forwarding address.

The landlord submitted numerous photographs and receipts substantiating claims for general cleaning for \$400 for two cleaners at \$20 per hour for 40 person hours.

In addition, the landlord submitted receipts for two truckloads of refuse removal, one at \$224 and the other at \$56, for a total claim of \$280.

Analysis

Having found the landlord's evidence to be fully documented and reliable, and in the absence of any evidence to the contrary, I find that the landlord is entitled to a monetary award to recover the unpaid rent and the cost general cleaning and refuse removal.

As the application has succeeded on its merits, I find that the landlord is entitled to recover the filing fee for this proceeding from the tenants and, as authorized by section 72 of the *Act*, I order that the landlord retain the security deposit and interest in set off against the balance owed. The landlord is entitled to a monetary award calculated as follows;

Rent shortfall for April 2011	\$ 600.00
Rent for shortfall June 2011	800.00
Rent for shortfall July 2011	800.00
Rent for shortfall August 2011	800.00
Rent for shortfall January 2102	400.00
General cleaning	400.00
Refuse removal	280.00
Filing fee	<u>50.00</u>
Sub total	\$4930.00
Less retained security deposit	- 380.00
Less interest (May 11, 2005 to date)	<u>- 13.46</u>
TOTAL	\$4,536.54

Conclusion

In addition to authorization to retain the security deposit in set off, the landlord's copy of this decision is accompanied by a Monetary Order for **\$4,536.54**, enforceable through the Provincial Court of British Columbia, for service on the tenants.

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: August 17, 2012.

Residential Tenancy Branch