



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNR; MND; MNDC, MNSD; FF

### **Introduction**

This is the Landlord's application for a Monetary Order for unpaid rent, the cost of cleaning and hauling garbage, and compensation for damage or loss under the Act, regulation or tenancy agreement; to retain the security deposit in partial satisfaction of its monetary claim; and to recover the cost of the filing fee from the Tenant.

The Landlord's agent gave affirmed testimony at the Hearing.

### **Preliminary Matters**

The Landlord provided a copy of the Tenancy Agreement for the rental unit, signed February 28, 2011. The "landlord" on this Tenancy Agreement is not the same Landlord who filed the Application for Dispute Resolution. The Landlord's agent explained that the Landlord took over management of the rental property from the previous landlord on June 1, 2011.

The Landlord's agent stated that there was no unpaid rent and withdrew that portion of the Landlord's application.

The Landlord's agent testified that the Tenant abandoned the rental unit on or about November 30, 2011, without providing a forwarding address. The Landlord's agent stated that she discovered the Tenant's new address by accident. The Landlord manages a number of apartment buildings in the area and the Landlord's agent came across an Application for Tenancy and a Tenancy Agreement (effective December 1, 2011) for the same Tenant in another of the Landlord's buildings. A copy of the Application for Tenancy and the Tenancy Agreement were provided in evidence, as well as a copy of the Application for Tenancy for the subject rental unit. The Tenant's name, social insurance number, children's names and her signature are the same on all documents. The Landlord's agent testified that she mailed the Notice of Hearing documents, by registered mail to the Tenant's new address on May 22, 2012. The Landlord provided the tracking number for the registered documents and stated that a search of Canada Post's tracking system indicates that the documents were delivered on May 23, 2012.

Based on the affirmed testimony of the Landlord's agent and the documentary evidence provided by the Landlord, I am satisfied that the Tenant was sufficiently served with the

Notice of Hearing documents pursuant to the provisions of Section 71 of the Act. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in her absence.

### **Issues to be Decided**

- Is the Landlord entitled to a Monetary Order, and if so, in what amount?

### **Background and Evidence**

The Landlord's agent gave the following testimony and evidence:

The Tenant paid a security deposit in the amount of \$447.50 on March 1, 2011.

The Tenant did not clean the rental unit before abandoning it and left garbage in the rental unit. The Tenant did not return the keys to the Landlord.

The Landlord seeks a monetary award, calculated as follows:

Cost of cleaning rental unit	\$184.80
Cost of hauling Tenant's garbage away	\$353.38
Cost to replace lock and key	<u>\$60.00</u>
Total	\$598.18

The Landlord provided photographs of the rental unit taken November 30, 2011 and copies of invoices in support of its monetary claim.

### **Analysis**

Section 37 of the Act requires a tenant to leave a rental unit reasonably clean and to return all keys or other means of access to the landlord at the end of a tenancy. Based on the Landlord's agent's undisputed testimony and the documentary evidence provided, I find that the Landlord has established its monetary claim in the amount of **\$598.18**.

The Landlord has been successful in its application and I find that it is entitled to recover the cost of the **\$50.00** filing fee from the Tenant.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of the Landlord's monetary award. No interest has accrued on the security deposit.

I hereby provide the Landlord a Monetary Order, calculated as follows:

Monetary award	\$598.18
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$648.18
Less security deposit	<u>- \$447.50</u>
<b>TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF</b>	<b>\$200.68</b>

### **Conclusion**

I hereby provide the Landlord a Monetary Order in the amount of **\$200.68** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: August 07, 2012.

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Residential Tenancy Branch