



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes:

OPR, OPC, MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession and a monetary order for rental arrears based on a Ten Day Notice to End Tenancy for Unpaid Rent.

At the outset of the hearing, the landlord advised that the tenant had vacated the unit prior to the hearing. Therefore the request for an Order of Possession is now moot.

Although served with the Application for Dispute Resolution and Notice of Hearing in person, the tenant did not appear.

Issue(s) to be Decided

The issue to be determined, based on the testimony and evidence, is whether or not the landlord is entitled to monetary compensation for unpaid rent, cleaning and excess able charges.

Background and Evidence

The landlord testified that the tenancy began on January 15, 2012 with rent at \$500.00 and a security deposit of \$250.00. The landlord testified that the tenant fell into arrears of \$150.00 and had also charged the landlord's cable account for pay T.V. in the amount of \$2,000.00. The landlord testified that the tenant was issued a Notice to End Tenancy.

The landlord testified that the rental unit was not left in a reasonably clean condition when the tenant left, and is claiming \$100.00 for the cleaning costs. The landlord submitted a copy of the move-out condition inspection, a copy of the tenancy agreement and copies of written communications into evidence.

The total monetary claim is for \$2,294.87.

Analysis

Based on the testimony of the landlord, I find that the tenant owed arrears of \$150.00 for rent when he vacated and the landlord is entitled to be compensated. I accept the landlord's testimony that the tenant failed to properly clean the unit in accordance with section 37 of the Act and I find that the landlord is therefore entitled to the cleaning cost of \$100.00.

With respect to the additional costs for the cable in the amount of \$2,000.00 I find that, although cable T.V. is included in the rent, this did not entitled the tenant to fraudulently order pay channels in the landlord's name. I find that the landlord is therefore entitled to be reimbursed for the cost of the pay T.V. in the amount of \$2,000.00.

Given the above, I find that the landlord is entitled to a monetary award of \$2,300.00 comprised of rental arrears of \$150.00, cleaning charges of \$100.00, excess cable costs of \$2,000.00 and the \$50.00 fee paid by the landlord for this application.

I order that the landlord retain the security deposit of \$250.00 in partial satisfaction of the claim, leaving a balance due of \$2,050.00.

Conclusion

I hereby grant the Landlord an order under section 67 for \$2,050.00. This order must be served on the Respondent and may be filed in the Provincial Court (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 09, 2012.

Residential Tenancy Branch