



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord only.

The landlord submitted documentary evidence to confirm the tenants were served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on July 13, 2012 in accordance with Section 89 to the forwarding address provided by the tenants at the end of the tenancy. As per Section 90, the documents are deemed received by the tenants on the 5th day after it was mailed.

Based on the evidence of the landlord, I find that the tenants have been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for damage to the rental unit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 67, and 72 of the *Act*.

Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on October 1, 2009 for a 1 year fixed term tenancy beginning on October 1, 2009 that converted to a month to month tenancy on October 1, 2010 for a monthly rent of \$1,250.00 due on the 1st of each month with a security deposit of \$625.00 paid.

The landlord provided a tenant ledger showing that the tenancy ended on or before the end of February 2012 and that the tenants had failed to pay rent in full for the months of December 2011, January and February 2012.

The landlord has also provided documentary evidence confirming the requirement for cleaning the rental unit and that the cleaners charged the landlord for 26 hours of clean at \$25.00 per hour.

The landlord provided a handwritten statement from the tenants dated April 23, 2012 advising the landlord of their forwarding address and that he can retain the security deposit "against our outstanding rent."

Analysis

Based on the undisputed testimony and evidence of the landlord I accept the tenants owe the landlord rent in the amount of \$3,750.00.

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all keys or other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

Based on the evidence and undisputed testimony of the landlord I accept the tenants failed to comply with their obligations under Section 37 and as a result the landlord suffered a financial loss to have the unit cleaned.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$4,450.00** comprised of \$3,750.00 rent owed, \$650.00 cleaning and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$625.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$3,825.00**.

This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: September 20, 2012.

Residential Tenancy Branch