



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, 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's agent.

The landlord testified two of 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 19, 2012 to their place of employment and the third tenant was served by registered mail to a forwarding address provided.

Based on the testimony of the landlord, I find that the two tenants served at their place of employment were not served in accordance with the Act, and that there is not sufficient evidence provided by the landlord to confirm if these two tenants received the hearing documents.

The landlord has also provided a copy of the registered mail envelope used to serve the third tenant and it is marked that the tenant has refused to accept the registered mail. By refusing to accept the registered mail, I find the tenant is actively attempting to avoid service.

I find the landlord has taken appropriate steps to ensure this tenant was served in accordance with Section 89 of the *Act* and I find the third tenant has been sufficiently served with the documents pursuant to the *Act*.

As such, I accept the landlord's amendment to name only the third tenant as a respondent in this dispute and the hearing proceeded.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for lost rent and for compensation for cleaning and furniture removal and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 45, 67, and 72 of the *Act*.

Background and Evidence

The landlord has provided a copy of a tenancy agreement signed by the parties on May 18, 2012 for a 1 year fixed term tenancy beginning on June 1, 2012 for a monthly rent of \$1,450.00 due on the 1st of each month.

The landlord submits the tenants were charged both a security deposit of \$725.00 and a pet damage deposit of \$725.00 and that they paid by cheque that was returned to the landlord from their financial institution as dishonoured for insufficient funds.

The landlord submitted that the tenants failed to pay rent for the month of June 2012 and then later abandoned the rental unit without notice to the landlord. The landlord seeks compensation for non-payment of rent for June and July 2012 as the tenants failed to give the landlord notice of their intent to end the tenancy.

The landlord also seeks compensation for cleaning, in the amount of \$224.00, and furniture removal, in the amount of \$60.00 for items left behind by the tenants, the landlord has provided a move in and move out inspection report as well as invoices for the cleaning and furniture removal.

Analysis

Section 45(1) of the *Act* stipulates that a tenant may end a tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable under the tenancy agreement.

Section 45(3) states that if a landlord has failed to comply with a material term of the tenancy agreement and has not corrected the situation within a reasonable period after the tenant gives written notice of the failure, the tenant may end the tenancy effective on a date that is after the date the landlord receives the notice.

Based on the landlord's undisputed testimony, I accept the tenants failed to pay rent for the month of June 2012 and failed to provide the landlord with notice of their intention to end the tenancy and as such I find the landlord is entitled to compensation for rent for June and July 2012.

I also accept, based on the landlord's undisputed testimony and condition inspection reports that the tenants failed to clean and remove all items when they vacated the rental unit. As a result, I find the landlord is entitled to compensation as claimed.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$3,234.00** comprised of \$2,900.00 rent owed; \$224.00 cleaning; \$60.00 furniture removal and the \$50.00 fee paid by the landlord for this application.

This order must be served on the tenant. If the tenant fails 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 27, 2012.

Residential Tenancy Branch