



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MND, MNR, MNSD, MNDC, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for unpaid rent, damage to the rental unit, damages or loss under the Act, to retain the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The landlord provided affirmed testimony that on September 21, 2012 copies of the Application for Dispute Resolution and Notice of Hearing were sent to the tenant's written forwarding address provided on September 14, 2012, via registered mail. A Canada Post tracking number and receipt was provided as evidence of service.

On November 30, 2012, the landlord mailed the tenant additional evidence and an application that had been altered, reducing the sum claimed. The evidence is deemed served on the 5th day after mailing, which was just within the 5 day time frame set out in the Rules of Procedure.

These documents are deemed to have been served in accordance with section 89 of the Act; however the tenant did not appear at the hearing.

Issue(s) to be Decided

Is the landlord entitled to a monetary Order for unpaid rent in the sum of \$945.00?

Is the landlord entitled to compensation for cleaning and a late rent fee?

Is the landlord entitled to retain the \$437.50 deposit paid by the tenant?

Is the landlord entitled to filing fee costs?

Background and Evidence

The tenancy commenced on February 1, 2010, at the end of the tenancy rent was \$930.00. A deposit in the sum of \$437.50 was paid on January 23, 2010.

The tenancy ended on September 14, 2012, when the tenant vacated as the result of a 10 Day Ending Tenancy for Unpaid Rent. The tenant did not pay \$15.00 owed in August and did not pay September, 2012 rent.

The tenant signed the move-out condition inspection report which listed a number of items of cost for rent and cleaning costs incurred by the landlord. The report did not indicate agreement with any deductions and included only a general statement that deductions could be made from the deposit.

The landlord said that the tenant had agreed with the costs incurred, but had disagreed that he owed September rent, as he had been evicted.

The landlord supplied a number of photographs that showed a rental unit in need of cleaning, with numerous items, such as garbage and a box spring, left in the unit.

The landlord supplied written submission which included:

- The tenancy agreement;
- Move in and move out condition inspection reports;
- Advertising for the unit;
- A tenant ledger; and
- An October 2, 2012 invoice for carpet cleaning, blind cleaning, window cleaning and furniture and garbage removal.

The landlord made the following claim:

August 2012 rent	15.00
September 2012 rent	930.00
September rent late fee	20.00
Carpet cleaning	61.60
Drape/blind cleaning	61.60
Window cleaning	33.60
Garbage removal	168.00
Unit cleaning	168.00
TOTAL	\$1,457.80

Clause 3 of the tenancy agreement imposed late rent fees.

The landlord decreased the original amount claimed as they were able to mitigate and locate new occupants effective October 1, 2012.

Analysis

Based on the evidence before me, in the absence of the tenant who was served with Notice of this hearing, I find pursuant to section 67 of the Act, that the landlord is entitled to compensation as claimed.

The landlord supplied photographs and a condition inspection report that showed the tenant had left items in the unit and that the unit was not reasonably clean. I find that the costs incurred were the result of the tenant's breach of the Act.

I find that the landlord is entitled to unpaid August and September rent in the sum of \$945.00. The tenant was evicted because he did not pay rent that was owed; eviction does not mean that a tenant is then relieved of the responsibility of paying rent. The landlord did mitigate, avoiding a further loss of October, 2012 rent.

I find that the landlord's application has merit and that the landlord entitled to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The landlord is entitled to retain the tenant's deposit in the sum of \$437.50, in partial satisfaction of the claim.

Based on these determinations I grant the landlord a monetary Order for \$1,070.30. In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court

Conclusion

The landlord has been issued a monetary Order for the total amount claimed; less the deposit.

The landlord is entitled to filing fee costs.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: December 11, 2012.

Residential Tenancy Branch