Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   MNR, MND, FF

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent, for compensation for damage to the unit site or property and to recover the filing fee for this proceeding.

The Landlord said she served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on October 31, 2012. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?
3. Are there damages to the unit and if so how much?
4. Is the Landlord entitled to compensation for damages and if so how much?

Background and Evidence

This tenancy started on May 1, 2011as a month to month tenancy. Rent was $298.00 per month payable in advance of the 1st day of each month. No security deposit was required. The Landlord said the Tenants moved out of the rental unit as a result of a 10 Day Notice to End Tenancy for unpaid rent dated November 8, 2011. The Landlord said their application has been made a year after the tenancy ended due to staff shortages with the Landlord and because the Landlord finds it easier to find the Respondent's living address with the passage of time.

The Landlord said that the Tenant did not pay $298.00 of rent for November, 2011. As well the Landlord said the Tenants left the rental unit in an unclean state. The Landlord said they are applying for the November, 2011 rent of $298.00 and for monetary compensation for their cleaning costs of $111.00. In support of the Landlord's application the Landlord submitted the 10 Day Notice to End Tenancy for unpaid rent, the move in and move out condition inspection reports, which indicates the unit was new on move in and unclean on move out and a receipt for the cleaning costs of $111.00.

The Landlord continued to say they also would like to recover the filing fee of $50.00 if they are successful.

Analysis

Section 60 (1) of the Act says if this Act does not state a time by which an application for dispute resolution must be made, it must be made within 2 years of the date that the tenancy to which the matter relates ends or is assigned.

Section 26 says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

The Tenant did not have the right under the Act to withhold part or all of the rent for November, 2011; therefore I find in favour of the Landlord for the unpaid rent of $298.00 for November, 2011. As well the Landlord has established grounds to show the Tenant did not leave the unit in a clean state by providing the condition inspection reports, photographs and a cleaning receipt indicating the unit required cleaning after the Tenant moved out. I award the Landlord $111.00 for cleaning costs.

As the Landlords have been successful in this matter, they are also entitled to recover from the Tenant the $50.00 filing fee for this proceeding. The Landlord will receive a monetary order for the balance owing as following:

Rent arrears:	$298.00	
Cleaning costs	$111.00	
Recover filing fee	$ 50.00	
Subtotal:		$459.00
Balance Owing		$ 459.00

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Conclusion

A Monetary Order in the amount of $459.00 has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: January 29, 2013

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Residential Tenancy Branch