



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANCOUVER EVICTION SERVICES and ROYAL PROVIDENCE
MANAGEMENT INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing was scheduled to deal with a landlord's application, as amended, for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent, loss of rent, carpet cleaning; and, authorization to retain the security deposit. The tenant did not appear at the hearing. The landlord testified that the amended application and other hearing documents were sent to the tenant at the rental unit via registered mail on June 15, 2013. The landlord stated the tenant was occupying the rental unit until July 3, 2013. The landlord provided a copy of the registered mail receipt as proof of service. The registered mail was not picked up by the tenant.

Section 90 of the Act deems a person to have received documents five days after mailing so that a person cannot avoid service by refusing to accept or pick up registered mail.

In this case, I am satisfied the tenant was sufficiently served with notification of this proceeding and I continued to hear from the landlord without the tenant present.

As the tenant has since vacated the rental unit the landlord no longer requires an Order of Possession and I do not provide one with this decision.

Issue(s) to be Decided

1. Is the landlord entitled to compensation for unpaid and/or loss rent and carpet cleaning costs?
2. Is the landlord authorized to retain the tenant's security deposit?

Background and Evidence

The fixed term tenancy commenced April 12, 2013 and was set to expire October 31, 2013. The tenant paid a security deposit of \$440.00 and was required to pay rent of \$880.00 on the 1st day of every month. The tenant failed to pay rent for June 2013 and on June 3, 2013 the landlord posted a 10 Day Notice to End Tenancy for Unpaid Rent on the rental unit door. The landlord regained possession of the rental unit on July 3, 2013. The rental unit remains vacant as of the date of this hearing due to the condition the rental unit was left.

The landlord is seeking to recover unpaid and/or loss of rent for the months of June and July 2013 in the amount of \$1,760.00. In addition the landlord is seeking to recover carpet cleaning costs of \$105.00 incurred on June 1, 2013 to clean up blood from the hallway and stairwell due to a violent incident involving the tenant's guests.

As documentary evidence for this proceeding the landlord provided copies of: the tenancy agreement, the 10 Day Notice, Proof of Service of the 10 Day Notice, the tenant's ledger, the carpet cleaning invoice, a Notice of Entry, an authorization letter for the landlord's agent, and, registered mail receipt.

Analysis

The Act requires a tenant to pay rent when due under the terms of their tenancy agreement. Where a tenant is in a fixed term tenancy the tenant is obligated to fulfill the duration of their fixed term. Failure to pay rent and end the tenancy before the end of the fixed term may entitle the landlord to monetary compensation from the tenant.

In this case, I am satisfied the tenant breached the tenancy agreement and the Act by failing to pay rent for June 2013 and I award the landlord unpaid rent in the amount of \$880.00. I am satisfied that the tenant's failure to pay rent, move out by the effective date of the 10 Day Notice, and failure to leave the rental unit reasonably clean and undamaged has caused the landlord to incur loss of rent for the month of July 2013 and I award the landlord \$880.00 for the month of July 2013.

Under the Act a tenant is responsible for damage they or the persons they permit on the residential property cause. Based upon the undisputed evidence presented to me I am satisfied the tenant is responsible for the carpet cleaning costs incurred by the landlord to clean the blood from the carpets in the hallway and stairwell. Therefore, I grant the landlord's request to recover \$105.00 from the tenant for carpet cleaning of those areas.

I award the filing fee to the landlord and authorize the landlord to retain the tenant's security deposit in partial satisfaction of the amounts awarded to the landlord.

In light of the above, I provide the landlord with a Monetary Order calculated as follows:

Unpaid/Loss of Rent: June and July 2013	\$1,760.00
Carpet cleaning of hallway and stairwell	105.00
Filing fee	50.00
Less: security deposit	<u>(440.00)</u>
Monetary Order	\$1,475.00

The landlord must serve the Monetary Order upon the tenant and may file it in Provincial Court (Small Claims) to enforce as and Order of that court.

Conclusion

The landlord has been authorized to retain the tenant's security deposit and has been provided a Monetary order for the balance of \$1,475.00 to serve and enforce as necessary.

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: July 10, 2013

Residential Tenancy Branch

