



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Green Glen Joint Ventures  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, MND, MNDC, MNSD and FF

### Introduction

The hearing was convened on the landlord's application of May 24, 2013 seeking a monetary award for unpaid rent, cleaning and repairs to the rental unit, recovery of the filing fee for this proceeding and authorization to retain the security and pet damage deposits in set off against the balance.

Despite having been served with the Notice of Hearing sent by registered mail on May 28, 2013, the tenant did not call in to the number provided to enable his participation in the telephone conference call hearing; therefore, it proceeded in his absence.

### Issue(s) to be Decided

Has the applicant landlord proven on the balance of probabilities that the tenant owes the amounts claimed for unpaid rent, cleaning and repairs as claimed?

### Background and Evidence and Analysis

This tenancy began on October 1, 2011 and ended in the latter part of October 2012 when the tenant abandoned the rental unit without having given notice, returning keys or providing a forwarding address. Rent was \$925 per month and the landlord holds a security deposit of \$462.50 paid on October 3, 2011.

During the hearing, the landlord stated there had been some delay in making application as the tenant had promised the previous building manager that he would be making installments to pay off the landlords claims, but has not yet done so.

The landlord also had some delay in locating the tenant, but is now certain that the address for service is correct as it is in close proximity to the subject rental building and staff had spoken with the tenant.

The landlord submitted into evidence copies of Notices to End Tenancy for unpaid rent, photographs, the tenant's ledger and receipts in the support of the claims submitted and on which I find as follows:

**Unpaid rent - \$3,089.56** The landlord stated that the arrears had grown to substantially more than would normally be permitted as during material times, the tenant had lost one parent and the other had fallen ill. By September 5, 2012 when a third Notice to End Tenancy for unpaid rent was served on the tenant, the rent arrears had grown to \$2,100. The copy of the tenant's ledger submitted into evidence shows that the tenant owed \$2,627.06 by the end of November 2013 for the tenant is responsible having left without notice. In the absence of any evidence to the contrary, I allow \$2,627.06 on the claim.

**Steam clean carpets - \$168.** This claim is supported by photographic evidence and a paid invoice and it is allowed in full

**General cleaning - \$200.** This claim is based on five hours labour at \$40 per hour and photographic evidence verifies the need for substantial cleaning. However, I find that \$40 per hour is substantially more than prevailing rates for cleaning services. Therefore, I reduce the award on this claim by half to \$100.

**Hauling charges - \$160.** This claim is for the services of two workers, a truck and dumping fees and it is allowed in full.

**Change locks and repair dog damage to door - \$220.** This claim includes \$130 for a locksmith whose services were required because the tenant had not returned the keys. The balance was a charge for staff time to repair two passage doors that had been heavily damaged by the tenant's dog. As I do not have a copy of the locksmith's invoice or an internal staff record of the work, this claim is dismissed.

**Filing fee - \$50.** As the application has succeeded on its merits, I find that the landlord is entitled to recover the filing fee for this proceeding from the tenants.

**Security Deposits – (\$462.50).** As authorized by section 72(2)(b) of the *Act*, I find that the landlord may retain the security deposit in set off against the balance owed..

Thus, I find that the tenant owes to the landlord an amount calculated as follows:

Unpaid rent	\$2,627.06
Steam clean carpets	168.00
General cleaning	100.00
Hauling charges	160.00
Filing fee - \$50	50.00
Sub total	\$3,105.06
Less retained security deposit	- 462.50
<b>TOTAL remaining owed to landlord</b>	<b>\$2,643.05</b>

### Conclusion

In addition to authorization to retain the security deposit in set off, the landlord's copy of this decision is accompanied by a Monetary Order for **\$2,643.05**, enforceable through the Provincial Court of British Columbia, for service on the tenant.

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: August 29, 2013

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Residential Tenancy Branch

