



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

This hearing dealt with a landlord's application for a Monetary Order for unpaid rent and utilities. The tenant did not appear at the hearing. The landlord testified that he sent the hearing documents to the tenant at his forwarding address via registered mail but that it was returned to the landlord due to an "insufficient address". However, the landlord asserted that he sent the registered mail using the address the tenant provided to him via email. I requested the landlord provide me with the actual registered mail envelope sent to the tenant as well as the email the landlord received from the tenant in which he provided his forwarding address. I proceeded to hear from the landlord and reserved my decision pending receipt and review of the above described documentation.

The landlord provided the requested documentation. Upon review of the email the tenant sent to the landlord on June 3, 2013 and the registered mail package sent to the tenant on June 12, 2013 I am satisfied the landlord addressed the registered mail using the forwarding address the tenant provided to the landlord.

Section 89 of the Act provides that an Application for Dispute Resolution for monetary compensation must be sent to the other party using one of the methods of service provided under section 89. Where registered mail is used the landlord must send the registered mail to the tenant at their address of residence or "a forwarding address provided by the tenant".

In light of the above, I find the landlord served the tenant with the hearing documents in a manner that complies with section 89 of the Act and I continue to consider the landlord's application.

Issue(s) to be Decided

Is the landlord entitled to recover unpaid rent, utilities and cleaning costs from the tenant?

Background and Evidence

The tenancy commenced December 21, 2012 and ended April 1, 2013. The tenant was required to pay rent of \$1,950.00 plus gas, water and hydro. The utility bills were in the landlord's name and the landlord would send the tenant copies of the utility bills via email.

The landlord collected a security deposit of \$975.00. A pet damage deposit of \$400.00 was collected and \$300.00 of the pet damage deposit has already been refunded to the tenant. As of the date of the hearing the landlord is holding deposits totalling \$1,075.00.

The landlord provided a ledger showing the rent and utilities payable for the months of December 2012 through March 2013 less payments received during the tenancy. Rent and utilities still owed by the tenant amount to \$744.29. The landlord also requested compensation of \$250.00 for cleaning the rental unit after the tenancy ended. The landlord described the rental unit as being left extremely dirty. The sum of the above claims total \$994.29. In addition, the landlord seeks recovery of the filing fee paid for this application.

Analysis

The Act requires that a tenant pay rent and utilities in accordance with the terms of their tenancy agreement. Based upon the undisputed evidence before me, I am satisfied the landlord is entitled to recover the amounts claimed for unpaid rent and utilities.

Under the Act, a tenant is required to leave a rental unit reasonably clean at the end of the tenancy. Based upon the undisputed evidence before me, I am satisfied the landlord incurred a loss to clean the rental unit in the amount claimed.

In light of the above, I grant the landlord's request to recover \$994.29 from the tenant. I further award the landlord the \$50.00 filing fee paid for this Application. I authorize the landlord to recover the above awards by deducting a total of \$1,044.29 from the tenant's deposits.

Given the tenant's forwarding address appears to be insufficient for mail delivery I do not provide the tenant with a Monetary Order for the balance of the deposits as is the usual procedural pursuant to Residential Tenancy Policy Guideline 17. I note, however, that in the tenant's email of June 3, 2013 he refers to a TD bank account the landlord may use to deposit the refund of the deposits. Therefore, I order the landlord to return the balance of the deposits in the sum of \$30.71 to the tenant by way of his TD bank account or if that is unsuccessful upon request of the tenant.

Conclusion

The landlord has been authorized to deduct \$1,044.29 from the tenant's security deposit and pet deposit. The landlord has been ordered to return the remainder of the deposits in the sum of \$30.71 as provided in this decision.

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: October 11, 2013

Residential Tenancy Branch

