



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Rancho Management Services BC Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNSD; MND; FF

Introduction

This is the Landlord's application for a Monetary Order for damages; to retain the security deposit in partial satisfaction of its monetary claim; and to recover the cost of the filing fee from the Tenant.

The Landlord's agent CG gave affirmed testimony at the Hearing.

CG testified that at the end of the tenancy the Tenant advised her that he was moving back in with his mother and provided his mother's address as his forwarding address. CG testified that on June 8, 2013, she mailed the Notice of Hearing documents to the Tenant, via registered mail, to the address the Tenant gave her. The Landlord provided the registered mail receipt and a copy of the Tenant's rental application in evidence. The Tenant's rental application identifies his mother "AT" as an emergency contact and provides her phone number. The Canada post tracking system indicates that the registered documents were accepted by AT on June 11, 2013.

CG testified that on June 8, 2013, she mailed copies of the Landlord's documentary evidence to the Tenant, via registered mail, to the Tenant's forwarding address. She testified that the documents were returned to the Landlord, unclaimed. CG provided the tracking numbers.

Based on CG's affirmed testimony and the Landlord's documentary evidence, I am satisfied that the Tenant was duly served with the Notice of Hearing documents and the Landlord's documentary evidence in accordance with the provisions of the service provisions of Section 89 of the Act. Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being served with the documents, the Tenant did not sign into the teleconference and the Hearing proceeded in his absence.

Issues to be Decided

- Is the Landlord entitled to a Monetary Order for the cost of cleaning the rental unit at the end of the tenancy; repairing the garburator; shampooing the carpets; and taking the Tenant's garbage to the dump?

- May the Landlord apply the security deposit towards its monetary award?

Background and Evidence

CG gave the following testimony and evidence:

This tenancy was a lease, commencing on March 15, 2013, and expiring on February 28, 2014. Monthly rent was \$1,000.00 per month, due on the first day of each month. The Tenant paid a security deposit in the amount of \$500.00 at the beginning of the tenancy.

The Tenant was evicted on June 1, 2013. Although the Tenant only lived in the rental unit for 2 ½ months, it was left very dirty. The Landlord had the rental unit cleaned, the carpets shampooed, and the Tenant's garbage taken to the dump. In addition, the garburator was broken and found to be full of coins and cigarette butts. The Landlord provided photographs of the rental unit at the end of the tenancy and copies of the invoices for the work done.

Analysis

Section 37 of the Act requires a tenant to leave the rental unit reasonably clean and undamaged except for reasonable wear and tear at the end of a tenancy.

Based on CG's undisputed testimony and the Landlord's documentary evidence, I find that the Tenant did not comply with Section 37 of the Act and that the Landlord suffered a loss as a result of the Tenant's breach.

Pursuant to the provisions of Section 67 of the Act, I find that the Landlord is entitled to a monetary award, calculated as follows:

Cost of shampooing the carpets	\$131.25
Cost of cleaning the rental unit	\$183.75
Cost of taking the garbage to the dump	\$78.75
Cost of repairing the garburator	<u>\$114.93</u>
TOTAL	\$508.68

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of the Landlord's monetary claim. No interest has accrued on the security deposit.

The Landlord has been successful in its application and is entitled to recover the cost of the **\$50.00** filing fee from the Tenant.

The Landlord's copy of this Decision is accompanied by a Monetary Order, calculated as follows:

Monetary Award	\$508.68
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$558.68
Less security deposit	<u>- \$500.00</u>
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$58.68

Conclusion

I hereby provide the Landlord a Monetary Order in the amount of **\$58.68** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an Order of that Court.

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: September 24, 2013

Residential Tenancy Branch

