



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BC HOUSING MANAGEMENT COMMISSION  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNR, FF

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, seeking a monetary order for unpaid rent, for cleaning and removal of property, for painting at the rental unit, and to recover the filing fee for the Application.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

### Preliminary Matters

At the outset of the hearing the Landlord withdrew their claim for the costs of painting at the rental unit.

The Tenant agreed that she owed rent, and agreed to pay for the cleaning and hauling away of items left at the rental unit.

The Tenant did not agree to pay the Landlord for the filing fee for the Application.

### Issue(s) to be Decided

Is the Landlord entitled to the filing fee for the Application?

### Background and Evidence

This tenancy began in April of 2007, with the parties entering into a written tenancy agreement. At the end of the tenancy the monthly rent payable was \$685.49. No security deposit was paid.

Incoming and outgoing condition inspection reports were performed, and the Landlord included a copy of these reports in evidence. I note that the Tenant signed the outgoing condition inspection report; however, no forwarding address for the Tenant is written in the space provided for this.

On April 30, 2012, the Landlord and Tenant entered into a standard form mutual agreement to end the tenancy, effective at 1:00 p.m. on May 31, 2012.

The Tenant did not pay the rent for May of 2012, and the Landlord issued the Tenant a 10 day Notice to End Tenancy for unpaid May rent.

On May 31, 2012, the Tenant signed a property release form, in which she agreed she was leaving behind items of no value, or equal to or less than the cost of removal. In this form the Tenant wrote the address of the subject rental unit, not her forwarding address.

The Agent for the Landlord testified they had to locate the Tenant and find out her forwarding address in order to serve her with the Application and Notice of Hearing.

The Tenant testified she told an Agent for the Landlord her forwarding address. This Agent was not the Agent for the Landlord who appeared at the hearing.

### Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, I find as follows.

Both parties have agreed that the Tenant owes the Landlord \$685.49 in rent for May 2012, \$40.00 for general cleaning at the rental unit, and \$44.80 for hauling away the items left behind by the Tenant in the rental unit.

The Tenant says she knew she owed this amount to the Landlord but they never contacted her at the address she provided to an Agent for the Landlord. The evidence

indicates the Landlord did write to the Tenant requesting payment; however, the address used was the address of the subject rental unit.

The condition inspection report signed by the Tenant has a space specifically included for the forwarding address of the Tenant, which has been left blank. The Tenant signed this document in the space immediately above the space for including the forwarding address.

Had the Tenant informed the Agent for the Landlord of her forwarding address it would be expected, as is the usual practice, for one of them to enter the forwarding address in the space provided. Nevertheless, the Agent for the Landlord might have missed this.

However, in the document signed by the Tenant for removal of items from the rental unit the Tenant has entered the address of the subject rental unit, not her forwarding address. The Tenant signed this on the last day of the tenancy and did not use her forwarding address. The Tenant knew she was vacating the rental unit and yet she still used this address.

This leads me to find the Tenant had insufficient evidence to prove she had provided her correct forwarding address to the Landlord. From this I find the Landlord was compelled to begin this Application and incurred a filing fee for the Application. Therefore, I find the Tenant is responsible to pay the filing fee for the Application to the Landlord.

I find the Landlord has established a total monetary claim of **\$820.29**, comprised of \$685.49 in rent for May 2012, \$40.00 for general cleaning at the rental unit, \$44.80 for hauling of items left by the Tenant, and \$50.00 for the filing fee for the Application. I grant the Landlord a monetary order in those terms, which may be enforced in the Provincial Court (Small Claims Division).

### Conclusion

The parties agreed that the Tenant owes the Landlord money for rent, cleaning and hauling away items left behind by the Tenant. The Tenant did not agree to the filing fee for the Application.

I find the Tenant had insufficient evidence to prove she provided her forwarding address to the Landlord. I find the Landlord was compelled to make this Application and the Tenant is required to pay the \$50.00 filing fee for the Application.

I grant the Landlord an order in the amount of **\$820.29**

This decision is final and binding on the parties, unless otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: October 17, 2013

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Residential Tenancy Branch

