



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Devon Properties Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MND; MNDC; MNSD; FF

Introduction

This is the Landlord's application for a Monetary Order for damages; compensation for damage or loss under the Act, regulation or tenancy agreement; 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 gave affirmed testimony at the Hearing.

The Landlord's agent testified that the Notice of Hearing documents and copies of the Landlord's documentary evidence were mailed to the Tenant, via registered mail, to the forwarding address provided by the Tenant at the end of the tenancy. The Landlord provided the tracking numbers for the registered documents.

Based on the affirmed testimony of the Landlord's agent and the documentary evidence provided by the Landlord, I am satisfied that the Tenant was duly served with the Notice of Hearing documents by registered mail. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in her absence.

Issues to be Decided

- Is the Landlord entitled to a Monetary Order, and if so, in what amount?

Background and Evidence

The Landlord's agent gave the following testimony:

This tenancy ended on July 31, 2013. Monthly rent was \$776.00, due the first day of each month. The Tenant paid a security deposit in the amount of \$375.00 on February 25, 2004.

The Landlord's agent testified that the Tenant did not clean the rental unit at the end of the tenancy and that she left garbage for the Landlord to haul away. The Landlord provided documents in evidence showing the amounts paid to clean the rental unit and dispose of the rubbish. The Landlord seeks to recover the costs, calculated as follows:

Materials and labour for cleaning (19 hours @\$20.00 per hour, plus \$11.00 cleaning supplies)	\$239.00
Cost for disposing of Tenant's garbage	<u>\$430.00</u>
TOTAL	\$669.00

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 the Landlord's agent's undisputed testimony and the Landlord's documentary evidence, I find that the Tenant did not leave the rental unit reasonably clean and that she left garbage for the Landlord to dispose of. I find that the Landlord is entitled to a monetary award in the amount of \$669.00.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit and accrued interest towards partial satisfaction of its monetary award. Interest in the amount of \$13.27 has accrued on the security deposit.

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

I hereby provide the Landlord with a Monetary Order, calculated as follows:

Monetary award	\$669.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$719.00
Less security deposit and accrued interest	<u>- \$388.27</u>
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$330.73

Conclusion

I hereby grant the Landlord a Monetary Order in the amount of **\$330.73** 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: November 18, 2013

Residential Tenancy Branch

