



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOMELIFE PENINSULA PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, OPB, O, MNR, MND, MNSD, FF

Introduction

This hearing was convened by way of conference call in response to an application made by the landlord for an Order of Possession for unpaid rent or utilities and because the tenant breached an agreement with the landlord. The landlord also applied for a Monetary Order relating to: unpaid rent or utilities; for damage to the unit, site or property; to keep all or part of the pet damage or security deposit; to recover the filing fee from the tenant for the cost of the application; and for 'other' issues.

The landlord served the tenant with a copy of the application, an amended copy of the application, the Notice of Hearing documents and evidence by registered mail. The Canada Post tracking number was provided as documentary evidence. Section 90 of the Residential Tenancy Act (referred to as the Act) states that documents served by mail are deemed to have been received five days after such mailing. Based on this, and in the absence of any evidence from the tenant to contradict this, I find that the tenant was served the hearing documents as required by the Act.

An agent for the landlord appeared for the hearing. There was no appearance for the tenant or any submission of documentary evidence prior to the hearing, despite being served notice of the hearing in accordance with the Act. The landlord's affirmed testimony and documentary evidence was carefully considered in this decision. At the start of the hearing the landlord's agent withdrew the portion of the application relating to a request for an Order of Possession and 'other' issues as the tenant had left the rental suite and the application contained the remainder of the landlord's claim.

Issue(s) to be Decided

- Is the landlord entitled to unpaid rent and utilities for October, 2013?
- Is the landlord entitled to a Monetary Order for cleaning damages?
- Is the landlord entitled to keep all or part of the security deposit in full or partial satisfaction of the claim?

Background and Evidence

The landlord's agent testified that the tenancy started on March 1, 2013 for a fixed term of one year. The landlord and tenant signed a written tenancy agreement and the landlord collected a security deposit from the tenant in the amount of \$250.00 on February 7, 2013. Rent in the amount of \$500.00 was payable by the tenant on the 1st day of each month. The landlord completed a move-in condition inspection report on February 8, 2013.

The landlord's agent testified that on October 1, 2013 the tenant failed to pay rent. As a result, the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent on October 11, 2013 by posting it on the tenant's door with a witness. The notice was provided as evidence and shows an expected date of vacancy of October 21, 2013, for a total amount of \$500.00 due on October 1, 2013.

As a result, the tenant abandoned the rental suite without giving any prior notice sometime before November 5, 2013 during which point the landlord completed the move-out inspection report in the absence of the tenant. As a result, the landlord now seeks the following amounts based on the following documentary evidence submitted for the hearing:

- Unpaid rent in the amount of \$500.00 for October, 2013. This is supported by the notice to end tenancy issued to the tenant by the landlord;
- Carpet cleaning costs in the amount of \$124.95 and \$37.50 for 1.5 hours of cleaning of the kitchen. This is supported by the condition inspection report which shows that the carpets had not been left clean by the tenant and that the kitchen was dirty. The landlord also provided two invoices for the cleaning costs claimed.

Analysis

Based on the landlord's evidence, namely the notice to end tenancy, I am satisfied that that the notice content conformed with the requirements of the Act. The tenant failed to pay October, 2013 rent and as a result, in the absence of any evidence by the tenant to refute this, I find that the tenant owes the landlord \$500.00 in unpaid rent.

Under Section 21 of the Residential Tenancy Regulation, a condition inspection report can be considered as evidence for the purpose of this proceeding. The move-in and move-out condition inspection reports provided as evidence are consistent with the landlord's testimony that the tenant had left the unit in a state that required the carpets and kitchen to be cleaned. As a result, in the absence of any testimony from the tenant,

I find that the tenant had left the rental unit unreasonably clean and that the landlord is entitled to the cleaning costs claimed for an amount of \$162.45 which is further supported by invoices the landlord provided in relation to these costs.

As the landlord has been successful in this matter, the landlord is also entitled to recover from the tenant the \$50.00 filing fee for the cost of this application. Therefore, the total amount awarded to the landlord is \$712.45.

As the landlord already holds a \$250.00 security deposit, I order the landlord to retain this amount in partial satisfaction of the claim awarded pursuant to Section 38(4) (b) of the Act. As a result, the landlord is awarded \$462.45.

Conclusion

For the reasons set out above, I grant the landlord monetary compensation pursuant to Section 67 of the Act in the amount of **\$462.45**. This order must be served on the tenant and may be filed in the Provincial Court (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: December 12, 2013

Residential Tenancy Branch

