



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes:

**MNDC, MNR, OPR, FF**

### Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for unpaid rent, damage or loss under the Act, an Order of possession and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The landlord provided affirmed testimony that on August 29, 2013 the tenant and his spouse were each sent copies of the Application for Dispute Resolution and Notice of Hearing. A copy of the Canada Post tracking information for each respondent was supplied as evidence. The female respondent did not claim the registered mail. On September 5, 2013 the male respondent signed, accepting the mail.

The landlord said that the female respondent did not sign the tenancy agreement or pay rent. Therefore, I determined that the application would be amended to remove the female respondent, as she was an occupant and not a tenant.

Therefore, I find that the hearing documents are deemed to have been served to the male respondent, in accordance with section 89 and 90 of the Act of the Act; however the tenant did not appear at the hearing.

### Preliminary Matters

On November 18, 2013 the landlord sent the tenant the evidence package. The tenant did not initially respond to the notices for pick-up issued by Canada Post; he finally retrieved the mail on the morning of the hearing. Therefore, I find that the delay in retrieving the mail was due to the choosing of the tenant and that the evidence is deemed served effective on November 23, 2013; the 5<sup>th</sup> day after mailing.

The application indicated a claim for damage to the unit and unpaid rent, the total claim made was \$2,250.00. The evidence supplied indicated 3 items claimed, that were clearly set out in receipts. In the absence of a detailed calculation I determined that the application and evidence provided sufficient notice of the claim and that I would consider unpaid rent and the 3 receipts provided in evidence. A 4<sup>th</sup> receipt was not considered as the total did not reflect expenditures for the unit alone.

The landlord does not require an Order of possession.

Issue(s) to be Decided

Is the landlord entitled to compensation for unpaid March 2013 rent in the sum of \$1,100.00?

Is the landlord entitled to compensation for damage and loss and damage to the rental unit?

Is the landlord entitled to filing fee costs?

Background and Evidence

The tenancy commenced on October 1, 2012; rent was \$1,100.00, due on the 1<sup>st</sup> day of each month. Deposits were not paid. A tenancy agreement was signed.

During the last week of March 2013 the tenant called the landlord to tell her he had vacated. The tenant had not paid March rent. By the end of March the tenant vacated and the landlord obtained possession.

The landlord provided copies of the following invoices:

- Cleaning – 13 hours X \$20.00/hour, paid in the sum of \$260.00;
- Peace River Regional District dumping fee, May 18, 2013 - \$19.00; and
- Plumbing and Heating toilet repair, June 27, 2013 - \$162.16.

After the tenant vacated the unit the landlord left it vacant for 4 months; so cleaning and repair was delayed. No one had access to the home during this time.

The landlord provided photographs of the exterior of the home which showed refuse left around the exterior. The landlord said the tenant left the garbage outside of the home and that it was hauled to the dump.

The landlord hired a cleaner; the entire unit required cleaning. The invoice indicated that all windows, floors, carpets, shower curtain, sink, cabinet, decks, washer and dryer, cabinets, counter, entrance, wood stove and entrance were cleaned.

The landlord said at the start of the tenancy the unit did require cleaning but the tenant agreed, in writing, to complete cleaning rather than pay a security deposit. The tenant did not leave the unit clean at the end of the tenancy.

When the landlord went to the home she discovered that the toilet would not function. A plumber discovered a tooth paste tube in the toilet. A charge for parts and labour has been claimed.

Analysis

In the absence of evidence to the contrary, and in the absence of the tenant who was served with notice of this hearing, I find that the tenant has not paid rent in the amount of \$1,100.00 for March 2013. In accordance with section 45 of the Act, a tenant must provide written notice at least 1 day prior to the day rent is due. The tenant did not provide any written notice and failed to pay rent for the final month of the tenancy.

I find, on the balance of probabilities that the tenant failed to leave the rental unit in a reasonably clean state at the end of the tenancy and free from damage. Section 37 of the Act requires a tenant to leave a unit reasonably clean and, outside of normal wear and tear, undamaged. I find that a plugged toilet is not wear and tear, but the result of damage caused by the tenant or a guest. Therefore, I find that the landlord is entitled to compensation for the toilet repair.

Therefore, I find that the landlord is entitled to total compensation for damage and damage or loss in the sum of \$441.16.

I find that the landlord's application has merit and that the landlord is entitled to recover the \$50.00 filing fee from the tenant for the cost of this Application for Dispute Resolution.

Based on these determinations I grant the landlord a monetary Order in the sum of \$1,591.16. In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

### Conclusion

The landlord is entitled to a monetary Order for unpaid rent, damage to the unit and damage or loss under the Act.

The landlord is entitled to filing fee costs.

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 04, 2013

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Residential Tenancy Branch

