



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BURNABY LOUGHEED LIONS HOUSING SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR MNDC FF

### Introduction

This hearing dealt with an Application for Dispute Resolution filed on November 1, 2013, by the Landlord to obtain a Monetary Order for: unpaid rent or utilities, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement' and to recover the cost of the filing fee from the Tenant for this application.

The Landlord submitted affirmed testimony that the Tenant was served with copies of the Landlord's application for dispute resolution, Notice of dispute resolution hearing, and the Landlord's evidence, on November 1, 2013, by registered mail. Canada Post tracking information was provided in the Landlord's testimony at which time he indicated the package was successfully delivered on November 20, 2013. Based on the submissions of the Landlord I find the Tenant was sufficiently served notice of this proceeding in accordance with the Act; and I proceeded in the Tenant's absence.

### Issue(s) to be Decided

Is the Landlord entitled to a Monetary Order, pursuant to section 67 of the *Residential Tenancy Act*?

### Background and Evidence

The Landlord submitted evidence that the parties executed a written month to month tenancy agreement that commenced on July 31, 2009, for subsidized rent. The Tenant paid \$574.00 as the security deposit based on the market value rent.

The Landlord testified that when the Tenant lost her rent subsidy she was required to pay the market value rent of \$1,150.00 effective May 1, 2013. The Tenant never paid the market value rent so on July 27, 2013 the Tenant was served a 2 Month Notice to end tenancy. The Tenant served the Landlord a notice to end her tenancy early on August 31, 2013, at which time she had an outstanding balance owing of \$2,040.00 for unpaid rent. A 10 Day Notice was subsequently served upon the Tenant on August 9, 2013 for the outstanding rent of \$2,040.00.

The Landlord stated that the Tenant vacated the property by the end of August 2013, leaving it dirty and damaged, as supported by their documentary evidence. Both parties attended the move out inspection on August 30, 2013, at which time the Tenant provided the Landlord with her forwarding address and signed the move out inspection report form agreeing to pay the Landlord \$600.00 for cleaning and repairs and agreeing to allow the Landlord to keep her security deposit of \$574.00. The Landlord is seeking a Monetary Order for the unpaid rent and agreed upon cleaning and damage charges.

### Analysis

Upon consideration of the evidence before me, in the absence of any evidence from the Tenant who did not appear, despite being properly served with notice of this proceeding, I accept the version of events as discussed by the Landlord and corroborated by their documentary evidence.

Section 26 of the Act stipulates that a tenant must pay rent in accordance with the tenancy agreement.

Section 32 (3) of the Act provides that a tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

Section 37(2) of the Act provides that when a tenant vacates a rental unit the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear.

Based on the aforementioned I find the Tenant has breached sections 26, 32(3) and 37(2) of the Act, by failing to pay the outstanding rent, and by vacating the unit leaving it unclean and with some damage at the end of the tenancy.

As per the foregoing I find the Landlord has met the burden of proof and I award them unpaid rent, cleaning and damages in the amount of **\$2,640.00** (\$2,040.00 + \$600.00).

The Landlord has been successful with their application; therefore I award recovery of the **\$50.00** filing fee.

**Monetary Order** – I find that the Landlord is entitled to a monetary claim and that this claim meets the criteria under section 72(2)(b) of the *Act* to be offset against the Tenants' security deposit plus interest as follows:

Unpaid rent, cleaning and damages	\$2,640.00
Filing Fee	<u>50.00</u>
<b>SUBTOTAL</b>	\$2,690.00
<b>LESS: Security Deposit \$574.00 + Interest 0.00</b>	<u>-574.00</u>
<b>Offset amount due to the Landlord</b>	<b><u>\$2,116.00</u></b>

### Conclusion

The Landlord has been awarded a Monetary Order in the amount of **\$2,116.00**. This Order is legally binding and must be served upon the Tenant. In the event that the Tenant does not comply with this Order it may be filed with the Province of British Columbia Small Claims Court 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: February 18, 2014

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Residential Tenancy Branch

