



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MOTEL BAVARIA &
SHIRAJ GULAMHUSSEIN
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MND, FF

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent, for compensation for damage to the unit, site or property and to recover the filing fee for this proceeding.

The Landlord said he served the Tenant with the Application and Notice of Hearing (the "hearing package") by personal delivery on November 29, 2013. The Landlord said the Tenant accepted the package then threw it on the ground and left. The Landlord submitted a signed note from a witness to this event. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?
3. Are there damages to the unit and if so how much?
4. Is the Landlord entitled to compensation for the damage and if so how much?

Background and Evidence

This tenancy started in approximately March, 2011 as a month to month tenancy. Rent was \$750.00 per month payable in advance of the 1st day of each month. No security deposit was required. The Landlord said the Tenant abandoned the rental unit at the end of September, 2013.

The Landlord said that the Tenant did not pay rent of \$750.00 for each month of July, August and September, 2013 for a total of unpaid rent of \$2,250.00. The Landlord submitted copies of unpaid rent invoices for July, August and September, 2013 as evidence that the rent is unpaid.

Further the Landlord said the Tenant left the room in very poor condition and the Landlord's staff spent 2 days cleaning it. The Landlord is requesting \$150.00 for the cleaning costs.

As well the Landlord said he is requesting the recovery of the filing fee of \$50.00.

Analysis

Section 26 says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

The Tenant does not have the right under the Act to withhold part or all of the rent; therefore I find the Tenant is responsible for the unpaid rent of \$750.00 for each month of July, August and September, 2013 in the total amount of \$2,250.00.

Further section 32 of the Act says a Tenant is responsible to maintain the rental unit to a reasonable standard. I accept the Landlord's testimony that his staff took 2 days to clean and prepare the room to rent again. I award the Landlord \$150.00 in cleaning 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 this proceeding. I order the Landlord pursuant to s. 72 of the Act to recover the filing fee from the Tenant and I award the Landlord \$50.00 for the filing fee. The Landlord will receive a monetary order for the balance owing as following:

Rent arrears:	\$ 2,250.00	
Cleaning costs	\$ 150.00	
Recover filing fee	\$ 50.00	
Subtotal:		\$2,450.00
Balance Owing		\$2,450.00

Conclusion

A Monetary Order in the amount of \$2,450.00 has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: March 19, 2014

Residential Tenancy Branch

