



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by the landlord only.

The landlord provided documentary evidence to confirm the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on January 29, 2014 in accordance with Section 89.

The documentary evidence also confirms that the tenant refused to accept the registered mail on February 5, 2014. As such, I find the tenant has deliberately taken actions to avoid service.

Based on the testimony and documentary evidence of the landlord, I find that the landlord took reasonable steps to serve the tenant and the tenant has been sufficiently served with the documents pursuant to Section 71(2)(b) of the *Act*.

The landlord testified at the outset of the hearing that the tenant had vacated the rental unit on or about January 13, 2014 and as such he no longer requires an order of possession. I amended his Application to exclude the matter of possession.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for compensation for damage and cleaning; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted into evidence the following relevant documents:

- A copy of a tenancy agreement signed by the parties on September 7, 2013 for a 4 ½ month fixed term tenancy beginning on September 15, 2013 for a monthly rent of \$550.00 due on the 1st of each month with a security deposit of \$275.00 paid;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent dated January 4, 2014 with an effective vacancy date of January 15, 2014 citing the tenant had failed to pay rent in the amount of \$550.00 due January 1, 2014;
- A copy of a move in Condition Inspection Report completed and signed by the landlord and the tenant on September 7, 2013; and
- A copy of a move out Condition Inspection Report completed and signed by the landlord on January 16, 2013. The tenant did not attend the move out condition inspection.

The landlord seeks compensation for the non-payment of rent in the amount of \$550.00. He submits that he issued the 10 Day Notice as he had not received rent for January 2014 when it was due. The landlord submits that the tenant never did pay the rent but did move out of the unit.

The landlord also submits that the tenant took with her a shower curtain and shower curtain rings that had been supplied at the start of the tenancy. The landlord provided a photograph showing the curtain and rings. The landlord has submitted a receipt as evidence to confirm the cost of these items at \$15.49.

The landlord submits the rental unit was left uncleaned and has provided photographs to confirm the condition of the unit at the end of the tenancy. The landlord has included a written statement of the cleaning required and that he completed over the course of 9 hours at a rate of \$25.00 per hour. The landlord has included a receipt for a laminate flooring repair kit that he used to repair damage to the flooring caused during the tenancy. The landlord provided a receipt for this item confirming the cost of \$17.00.

The landlord submits that the tenant failed to leave keys for the rental unit and as such he had to have them re-cut and has provided a receipt confirming the cost of \$19.60.

Analysis

Based on the undisputed and comprehensive evidence submitted by the landlord I find the tenant failed to pay rent for the month of January 2014 and the landlord has suffered a loss as result of this failure. I find the landlord is entitled to compensation in the amount of \$550.00 for this breach of the tenancy agreement.

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all keys or other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

I also find, based on the landlord's undisputed testimony and evidence that the tenant failed to clean the rental unit; leave behind a shower curtain and rings; leave the keys to the rental unit; and did cause damage to the laminate flooring.

I find that as a result the tenant has failed to comply with the requirements under Section 37 and the landlord has suffered a loss. I am satisfied the landlord has provided sufficient evidence to establish the value of that loss.

Conclusion

Based on the above, I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$877.09** comprised of \$550.00 rent owed; \$277.09 for cleaning and losses and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$275.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$602.09**.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: March 21, 2014

Residential Tenancy Branch

