



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Concert Realty Services Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, MND, MNSD, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for damages to the unit – Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

After the end of the tenancy, the Tenant provided an out of country address. I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail to both an out of province address and to the forwarding address out of country in accordance with Section 89 of the Act. The Tenant did not attend the hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

### Background and Evidence

The tenancy started on June 1, 2012 and ended on November 18, 2013. Rent of \$1,090.00 was payable monthly on the first day of each month. At the outset of the

tenancy the Landlord collected \$527.50 as a security deposit. The tenancy agreement provides for a \$25.00 NSF fee.

The Tenant's rent cheque for November 2013 was returned NSF and the Tenant left the unit damaged and unclean at the end of the tenancy. The Landlord claims costs for cleaning the unit, cleaning the carpets, repairing and painting the damaged walls, cleaning the blinds as set out in the application in the amount of \$560.70. The Landlord also claims unpaid rent for the period November 1 – 22, 2013 in the amount of \$799.33 plus the NSF charge of \$25.00.

### Analysis

Section 37 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. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Based on the undisputed evidence of the Landlord, I find that the Landlord has substantiated that the Tenant left the unit undamaged and unclean and failed to pay rent as required under the tenancy agreement. Further based on the undisputed evidence of costs that are clearly and obviously justified, I find that the Landlord is entitled to \$1,385.03. As the Landlord has been successful, I find that the Landlord is also entitled to recovery of the \$50.00 filing fee for a total entitlement of **\$1,435.03**. Deducting the security deposit of \$527.50 plus zero interest leaves **\$907.53** owed by the Tenant to the Landlord.

### Conclusion

I Order the Landlord to retain the security deposit plus interest of \$527.50 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for **\$907.53**. If necessary, this order may be filed in the 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: March 31, 2014

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Residential Tenancy Branch

