



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, FF

### Introduction

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

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

The landlord testified 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)* personally on January 15, 2014 in accordance with Section 89 and that this service was witnessed by a third party.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is to a monetary order for unpaid rent and utilities; for damage and cleaning of the rental unit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 67, and 72 of the *Act*.

### Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on October 24, 2013 for a month to month tenancy beginning on October 22, 2013 for a monthly rent of \$1,250.00 due on the 1<sup>st</sup> of each month. The tenancy ended on November 30, 2013 after the landlord obtained an order of possession for the non-payment of rent.

The landlord testified the tenant had agreed to pay \$400.00 for the portion of October 2013 and that the tenant did not pay any rent for the 2 months and 9 days that he occupied the rental unit. The landlord seeks unpaid rent in the amount of \$2,900.00.

The landlord testified that the tenant failed to pay any utilities during his occupation of the rental unit and seeks \$21.00 for this cost. The landlord has provided a copy of the utility bill confirming usage for this period.

The landlord submits the tenant failed to return residential property keys and garage parking access fobs. The landlord seeks \$20.00 for a replacement lock and \$50.00 for a replacement fob and has provided receipts.

The landlord has provided photographic evidence confirming the rental unit required cleaning at the end of the tenancy and has included a receipt for this cleaning in the amount of \$155.92.

The landlord also seeks compensation in the amount of \$140.00 for the labour to install the lock; to unclogging plumbing fixtures and for repairs to a closet in the rental unit. The landlord has provided photographic evidence and receipts for this work.

### Analysis

Based on the disputed testimony of the landlord I accept the tenant failed to pay any rent or utilities during the tenancy and the landlord has suffered a loss as a result. I find the landlord is entitled to \$2,900.00 for unpaid rent and \$21.00 for utilities.

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.

Based on the landlord's undisputed testimony and evidence I accept the tenant failed to return keys and access fobs to the landlord that resulted in a loss to the landlord in the amount of \$20.00 for a replacement lock and \$50.00 for a replacement fob.

I also accept the landlord's undisputed testimony and evidence of the condition of the rental unit and the costs involved to restore the rental unit to the requirements outlined in Section 37 of the *Act*. I am satisfied the landlord suffered a loss of \$155.92 for cleaning and \$140.00 for repairs.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$3,336.92** comprised of \$3,286.92 owed and the \$50.00 fee paid by the landlord for this application.

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: April 28, 2014

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Residential Tenancy Branch

