



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NACEL PROPERTIES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNR, MNSD, MNDC, MND, 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 Damage and loss – Section 67
3. An Order to retain the security deposit - Section 38
4. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by *registered mail* in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord claims they sent all evidence to the tenant and this hearing; however, the only evidence submitted to this hearing is a sole document receipt for carpet cleaning and the registered mail receipt for sending same to the tenant.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The undisputed evidence is that tenancy began May 02, 2014 and ended February 25, 2014. Rent in the amount of \$995.00 was payable in advance on the first day of each month. A promotional arrangement affecting the amount of payable rent was purportedly part of the tenancy agreement. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$497.50 held in trust. The landlord testified the tenant failed to pay all rent owing before they vacated in the sum of \$1690.00. The landlord further claims \$100.00 for cleaning, \$497.50 for breach of a

term of the agreement respecting the promotional arrangement mitigating the payable rent, and \$106.40 for carpet cleaning.

Analysis

Based on the landlord's testimony I find that they are owed the unpaid rent.

I find that in the absence of a copy of the tenancy agreement, and document evidence supporting the need for all claimed cleaning, I must **dismiss** the landlord's balance of their application for lack of sufficient evidence. However, as it does not prejudice the tenant, the landlord has *leave to reapply* should they have evidence to support the balance of their claims.

I find that the landlord has established a monetary claim for unpaid rent and is further entitled to recovery of the filing fee. The security deposit will be off-set from the award made herein.

Calculation for Monetary Order

unpaid rent	\$1690.00
Filing Fees for the cost of this application	50.00
<i>less security deposit</i>	<i>-497.50</i>
Total Monetary Award to landlord	\$1242.50

Conclusion

I Order that the landlord retain the security deposit of \$497.50 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$1242.50**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding on both parties.

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: July 21, 2014

Residential Tenancy Branch

