



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC HOUSING MANAGEMENT COMMISSION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR MND FF

Preliminary Issues

Upon review of the Landlord's application for dispute resolution the Landlord listed in the Details of the Dispute their intent to seek compensation for "*unpaid March 2012 rent - \$467.00; 2 Keys - \$4.00; Extra cleaning - \$200.00; Carpet cleaning - \$56.00; Disposal of goods \$178.29; Maintenance – \$210.00.*"

Based on the aforementioned I find the Landlord had an oversight or made a clerical error in not selecting the box *for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement* when completing the application, as they clearly indicated their intention of seeking to recover costs for key replacement and maintenance fees. Therefore, I amend the application to include the request for *money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement*, pursuant to section 64(3)(c) of the Act.

Introduction

This hearing dealt with an Application for Dispute Resolution filed on March 12, 2014, by the Landlord to obtain a Monetary Order for: unpaid rent; damage to the unit, site or property; for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; and to recover the cost of the filing fee from the Tenants for this application.

Service of the hearing documents, by the Landlord to the Tenant, was done in accordance with section 89 of the Act, sent via registered mail on April 9, 2014. Mail receipt numbers and tracking information were provided in the Landlord's evidence which confirm the registered mail package was signed received on April 11, 2014.

Based on the submissions of the Landlord I find the Tenant was sufficiently served notice of this proceeding, in accordance with the Act. Therefore, I proceeded with the hearing in the absence of the Tenant.

The Landlord appeared at the teleconference hearing and gave affirmed testimony. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

1. Is the Landlord entitled to a Monetary Order?

Background and Evidence

The Landlord submitted evidence in support of their claim which included, among other things, a copy of the tenancy agreement, the move in and move out condition inspection report forms, receipts for work performed on the unit, photographs taken April 2, 2012, and copies of letters issued to the Tenant.

The parties executed a written tenancy agreement for a month to month tenancy that commenced on December 1, 2008. The market value rent at the time they entered into the tenancy was \$680.00 and the Tenant was required to pay subsidized rent on the first of each month.

The Landlord confirmed that when March 1, 2012 rent was not paid a 10 Day Notice to end tenancy was issued on March 8, 2012. Also on March 23, 2012, the Tenant signed a notice to end tenancy effective March 31, 2012.

The Landlord submitted that the Tenant vacated the property without paying the past due rent and previous fees for keys. The rental unit was left damaged, dirty, and littered with debris inside and around the dumpster; as supported by the photographic evidence and the move out condition inspection report that was completed on April 2, 2012.

The Landlord is seeking compensation in the amount of \$1,115.29 which is comprised of \$4.00 for 2 keys; \$467.00 for March 2012 rent; \$200.00 for cleaning costs; \$56.00 for carpet cleaning; \$178.29 debris disposal; and \$210.00 maintenance labour costs.

Analysis

Upon consideration of the evidence before me, in the absence of any evidence from the Tenant who did not appear, despite being properly served with notice of this proceeding, I accept the version of events as discussed by the Landlord and corroborated by their documentary evidence.

Section 26 of the Act stipulates that a tenant must pay rent in accordance with the tenancy agreement; despite any disagreements the tenant may have with their landlord.

In this case the Tenant remained in possession of the rental unit until March 31, 2012 and did not pay March rent. Accordingly, I find the Tenant did not pay rent in accordance with section 26 of the Act, and I award the Landlord unpaid March 2012 rent in the amount of **\$467.00**.

This tenancy required tenants to pay for replacement keys; however, the Tenant neglected to pay the fee when two keys were required on March 16, 2012. Accordingly, I award the Landlord the cost of keys in the amount of **\$4.00**

Section 32 (3) of the Act provides that a tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

Section 37(2) 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.

Based on the aforementioned I find the Tenant has breached sections 32(3) and 37(2) of the Act, leaving the rental unit unclean and with some damage at the end of the tenancy.

As per the foregoing I find the Landlord has met the burden of proof and I award them damages in the amount of **\$644.29** (\$200.00 + \$56.00 + \$178.29 + \$210.00).

The Landlord has been successful with their application; therefore I award recovery of the **\$50.00** filing fee.

Conclusion

The Landlord has been awarded a Monetary Order for **\$1,165.29** (\$467.00 + \$4.00 + \$644.29 + \$50.00). This Order is legally binding and must be served upon the Tenant. In the event that the Tenant does not comply with this Order it may be filed with the Province of British Columbia 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: July 07, 2014

Residential Tenancy Branch

