



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SUTTON GROUP MEDALLION REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: SS MNR MND MNDC MNSD FF

Introduction:

This hearing dealt with an application by the landlord pursuant to the Residential Tenancy Act for orders as follows:

- a) An Order for substituted service pursuant to section 71; No longer required as received new address of tenant.
- b) A monetary order pursuant to Sections 46 and 67 for unpaid rent and damages to the property;
- c) To retain the security deposit to offset the amount owing; and
- d) An order to recover the filing fee pursuant to Section 72.

SERVICE

The tenant did not attend. The landlord gave sworn testimony that they served the Application for Dispute Resolution by registered mail. It was verified online as successfully delivered on August 15, 2014. I find that the tenant is served with the Application according to section 89 of the Act.

Issue(s) to be Decided:

Has the landlord has proved on a balance of probabilities that there is unpaid rent and that the tenant did some damages to the property that were beyond reasonable wear and tear and the cost of repair? Is the landlord entitled to recover the filing fee?

Background and Evidence:

The tenant did not attend the hearing although served with the Application/Notice of Hearing. The landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The landlord stated that the tenancy commenced in March 1, 2014 on a fixed term lease to February 15, 2015, that monthly rent was \$1400 and a security deposit of \$700 was paid in March 2014. The landlords said that the tenant did not pay rent for July and vacated late in July after receiving the Notice to End Tenancy for unpaid rent. She said the landlords took over the property management after that so she is claiming only \$1400 in unpaid rent and nothing further in rental loss on the fixed term lease.

In addition, the landlord gave sworn testimony that the unit was left in a very dirty condition and they incurred costs of \$400 for dumping, \$350 for cleaning and \$250 for carpet cleaning as there were many stains and a pet had resided there. It is a three level split home of approximately 1500 sq. ft. The landlord claims \$1000 in damages and requests to retain the security deposit to offset the amount owing.

The tenant provided no documents to dispute the claim. On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

Analysis

Monetary Order

I find that there are rental arrears in the amount of \$1400 for July 2014.

The onus is on the landlord to prove on the balance of probabilities that there is damage caused by this tenant, that it is beyond reasonable wear and tear and the cost to cure the damage. I find the landlord's evidence credible that this tenant caused the damage, which is mainly cleaning costs and dumping fees for a house and yard. I find the landlord entitled to a monetary order for \$1000 for these costs and to retain the security deposit to offset the amount owing.

Conclusion:

I find the landlord is entitled to a monetary order as calculated below and to retain the security deposit with interest to offset the amount owing. I find the landlord is also entitled to recover filing fees paid for this application.

Calculation of Monetary Award:

Rent arrears July 2014	1400.00
Cleaning Costs (400+350+250)	1000.00
Filing fee	50.00
Less security deposit	-700.00
Total Monetary Order to Landlord	1750.00

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: October 09, 2014