



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPC; MNR; MNDC; MNSD; FF

Introduction

This is the Landlord's Application for an Order of Possession; a Monetary Order for unpaid rent; compensation for damage or loss under the Act, regulation or tenancy agreement; to retain the security deposit in partial satisfaction of his monetary award; and to recover the cost of the filing fee from the Tenant.

The Landlord's agent gave affirmed testimony at the Hearing. She stated that the Tenant moved out of the rental unit on July 17, 2014. Therefore, the Landlord withdrew his application for an Order of Possession and the Hearing continued with respect to the remainder of the Landlord's Application

The Landlord's agent testified that she personally served the Notice of Hearing documents upon the Tenant on July 23, 2014 at 5:32 p.m., at the Tenant's new residence. She stated that copies of the Landlord's evidence were also served together with the Notice of Hearing documents. The Landlord's agent stated that she also emailed copies of the photographs that were provided on a CD on July 25, 2014, and that she received a receipt notification confirming that the Tenant had opened her e-mail.

Based on the affirmed testimony of the Landlord's agent, I am satisfied that the Tenant was duly served with the Notice of Hearing documents and the Landlord's evidence package. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in her absence. The teleconference remained open for 20 minutes.

Issues to be Decided

- Is the Landlord entitled to a monetary award for unpaid rent , and the costs of cleaning the rental unit at the end of the tenancy?
- May the Landlord apply the security deposit towards partial satisfaction of his monetary award?

Background and Evidence

The Landlord's agent gave the following testimony:

This tenancy was assigned to the Tenant by the Landlord's previous tenant on July 25, 2013. Monthly rent was \$850.00, due the first day of each month. The Landlord is holding a security deposit in the amount of \$425.00.

In June, 2014, another occupant moved into the rental unit (AW).

The Landlord's agent testified that the Tenant started paying rent late in February, 2014. The parties reached an agreement with respect to a payment plan, but the Tenant did not comply with the terms of the agreement. The Landlord issued a Notice to End Tenancy on July 7, 2014, for \$1,350.00 in unpaid rent. The Tenant did not pay the outstanding rent and the Landlord seeks a monetary award in the amount of \$1,350.00 for this portion of his claim.

The Landlord's agent stated that the Tenant did not leave the rental unit reasonably clean at the end of the tenancy. The Landlord provided a CD with photographs of the rental unit at the end of the tenancy. The Landlord estimated that it would cost \$1,057.21 to clean the rental unit and dispose of the garbage. The Landlord provided a copy of the estimate in evidence. The actual cost was \$1,158.09. The Landlord provided a copy of the invoice in evidence. The Landlord did not amend his Application to include the additional cost.

Analysis

I accept that the undisputed affirmed testimony of the Landlord's agent in its entirety.

I find that the Landlord has established a monetary claim for loss of rent in the total amount of **\$1,350.00**.

The Landlord did not amend his application and serve the Tenant with a copy and therefore, I find that I cannot consider the full amount of the cost of cleaning the rental unit and disposing of the Tenant's garbage. Based on the Landlord's agent's oral testimony and the documentary and electronic evidence provided by the Landlord, I find that the Landlord has established a monetary claim for compensation in the amount of **\$1,057.21**.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of the Landlord's monetary award.

The Landlord has been successful in his application and I find that he is entitled to recover the cost of the **\$50.00** filing fee from the Tenant.

I hereby provide the Landlord with a Monetary Order, calculated as follows:

Unpaid rent	\$1,350.00
Compensation for cleaning and disposing of garbage	\$1057.21
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$2,457.21
Less security deposit	<u>- \$425.00</u>
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$2,032.21

Conclusion

Pursuant to the provisions of Section 67 of the Act, I hereby grant the Landlord a Monetary Order in the amount of **\$2,032.21** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: January 20, 2015

Residential Tenancy Branch

