



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

MNR, MNSD, MNDC, FF

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for unpaid rent, a monetary Order for money owed or compensation for damage or loss, to retain all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on September 16, 2014 the Application for Dispute Resolution, the Notice of Hearing and documents the Landlord wishes to rely upon as evidence were sent to the Tenant, via registered mail, at the service address noted on the Application. The Landlord submitted a Canada Post receipt that corroborates this statement.

The Agent for the Landlord stated that he obtained the service address from an individual who works with the Tenant, who informed him that the Tenant lived at the service address. He stated that he drove by the service address and observed the Tenant's vehicle outside the address. He stated that the Canada Post website shows the package was delivered to the service address.

In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing. The Tenant retains the right to file an Application for Review Consideration if she did not receive these documents.

### Issue(s) to be Decided

Is the Landlord entitled to a monetary Order for unpaid rent and for the cost of cleaning; and to keep all or part of the security deposit?

### Background and Evidence

The Agent for the Landlord stated that this tenancy began in 2008; that the Tenant agreed to pay monthly rent of \$650.00 by the first day of each month; and that the Tenant paid a security deposit of \$325.00 on January 01, 2008.

The Agent for the Landlord stated that the Tenant only paid \$325.00 in rent for April of 2014; that she paid no rent for May of 2014; that she paid no rent for June of 2014; that she paid no rent for July of 2014; and that she paid no rent for August of 2014.

The Agent for the Landlord stated that he believes the Tenant vacated the rental unit on, or about, August 15, 2014. He is seeking compensation for unpaid rent for the period between April 01, 2014 and August 15, 2014, in the amount of \$2,500.00.

The Landlord is seeking compensation of \$363.00, for cleaning. The Landlord submitted a cheque to show that \$300.00 was paid to clean the unit and receipts that show \$63.00 was paid to dispose of garbage. The Agent for the Landlord stated that the rental unit required extensive cleaning, including disposing of personal items left in the rental unit. The Landlord submitted photographs of the rental unit that corroborate this claim.

### Analysis

On the basis of the undisputed evidence, I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$650.00 by the first day of each month. Section 26(1) of the *Act* requires tenants to pay rent to their landlord when it is due.

On the basis of the undisputed evidence, I find that the Tenant has not paid rent for the period between April 15, 2014 and August 2014, which is \$2,600.00. As the Landlord has only claimed compensation for unpaid rent in the amount of \$2,500.00, I find that the Landlord is entitled to the full amount claimed.

On the basis of the undisputed testimony and the photographs submitted in evidence, I find that the Tenant failed to comply with section 37 of the *Act* when she failed to leave the rental unit in reasonably clean condition. I therefore find that the Landlord is entitled to recover the \$363.00 the Landlord paid to clean the unit.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the cost of filing this Application for Dispute Resolution.

### Conclusion

The Landlord has established a monetary claim, in the amount of \$2,913.00, which is comprised of \$2,500.00 in unpaid rent, \$363.00 in cleaning costs, and \$50.00 in

compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to keep the Tenant's security deposit of \$325.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$2,588.00. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, 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: April 07, 2015

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Residential Tenancy Branch

