



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR; MNDC, MND; FF

Introduction

This is the Landlord's application for a Monetary Order for unpaid rent and damages; for compensation for damage or loss under the Act, regulation or tenancy agreement; and to recover the cost of the filing fee from the Tenants.

The Landlord's agent gave affirmed testimony at the Hearing.

The Landlord's agent testified that the Notice of Hearing documents were mailed to the Tenant, via registered mail sent October 17, 2014, to the address provided by the Tenant on his notice to end the tenancy. The Landlord provided the tracking number for the registered documents.

Based on the affirmed testimony of the Landlord's agent and the documentary evidence provided by the Landlord, I am satisfied that the Tenant was duly served with the Notice of Hearing documents by registered mail. Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in his absence. The conference remained open for 15 minutes.

Preliminary Matter

The Landlord's Application was amended to reflect the correct spelling of the Tenant's first name.

Issues to be Decided

- Is the Landlord entitled to a Monetary Order, and if so, in what amount?

Background and Evidence

The Landlord's agent gave the following testimony and evidence:

A copy of the tenancy agreement was provided in evidence. This tenancy began on July 1, 2007. The rental property is a subsidized housing building. The Tenant's subsidized rent payment at the end of the tenancy was \$410.00 per month, due on the first day of the month. No security deposit was required.

The Tenant gave the Landlord late notice that he was ending the tenancy. The Landlord's agent stated that the Landlord received the Tenant's notice to end tenancy on November 14, 2013, effective November 30, 2013. The Landlord's agent testified that the Tenant was advised that he was responsible for paying December's rent if the Landlord was unable to re-rent the rental unit for December.

The Landlord's agent stated that the Tenant did not attend the pre-arranged move-out condition inspection. He testified that the Tenant made no effort to clean the rental unit at the end of the tenancy and that he left a lot of debris in the rental unit. Invoices were provided for the cost of cleaning, junk removal and disposal of garbage. The Landlord also provided photographs taken of the rental unit at the end of the tenancy.

The Landlord seeks a monetary award, calculated as follows:

Unpaid rent for December, 2013	\$410.00
Cleaning charges (@ \$20.00 per hour)	\$160.00
Junk removal and disposal	<u>\$330.12</u>
TOTAL CLAIM	\$900.12

Analysis

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

Section 45 of the Act requires a tenant to provide at least one clear month's notice when ending a month to month tenancy.

Section 37 of the Act requires a tenant to leave the rental unit reasonably clean at the end of a tenancy.

I find that the Tenant did not comply with Sections 45 and 37 of the Act and that the Landlord suffered a loss as a result of the Tenant's breaches. I allow the Landlord a monetary award as claimed, in the amount of **\$900.12**.

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

Conclusion

I hereby grant the Landlord a Monetary Order in the amount of **\$950.12** 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: May 29, 2015

Residential Tenancy Branch

