



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MNSD, FF

Introduction

The landlord applies for a monetary award for unpaid rent, loss of rental income and for cleaning costs. A claim for lock and key replacement was withdrawn at hearing.

The tenant did not attend the hearing.

Issue(s) to be Decided

Has the tenant been duly served? If so, is the landlord entitled to any of the relief claimed?

Background and Evidence

According to Ms. N. for the landlord, the rental unit is a one bedroom apartment, the tenancy started in December 2013, the monthly rent was \$725.00, the tenant returned the keys on February 12, 2015 and the landlord holds a \$362.50 security deposit.

Ms. N. testified that at the move out inspection the tenant began to write her forwarding address on the condition report but scratched it out. Afterward, Ms. N. was able to determine that the address was of another apartment building administered by this landlord. She discovered that the tenant had just been added as a tenant to an apartment in that building. She has seen the tenancy agreement with this tenant's signature.

Ms. N. therefore sent this application and notice of hearing to the tenant by registered mail addressed to the new premises. The mail went "unclaimed by recipient" and was returned to the landlord.

Ms. N. reviewed the items of the landlord's claim, as presented.

Analysis

Section 89 of the *Residential Tenancy Act* (the “Act”) provides that a tenant may be served by registered mail sent to the address at which the tenant resides. Section 90 states that a tenant thus served is “deemed” to have received that mail five days after posting.

In this case I find that the landlord has complied with s. 89 and that the tenant has been duly served with the application and notice of hearing.

On the undisputed evidence of Ms. N. I grant the landlord a monetary award of \$735.00 for unpaid January 2015 rent, \$157.50 for use and occupation of the premises by the tenant between February 1 and 6, 2015, \$250.00 for cleaning costs, plus recovery of the \$50.00 filing fee.

I authorize the landlord to retain the \$362.50 security deposit in reduction of the amount awarded and I grant the landlord a monetary order against the tenant for the \$830.00 remainder.

Conclusion

The landlord’s application as amended at hearing, is allowed.

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: June 09, 2015

Residential Tenancy Branch

