



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BC HOUSING MANAGEMENT COMMISSION  
and [Tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes                      MND, MNR, FF

### Introduction

This hearing was convened as a result of the Landlord's application for dispute resolution under the *Residential Tenancy Act* (the "Act") for a Monetary Order for unpaid rent or utilities, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the filing fee.

S.K., property portfolio manager, attended the teleconference hearing on behalf of the corporate landlord (hereinafter referred to generally as the "Landlord"). During the hearing the Landlord was given the opportunity to provide her evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

As the Tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing") was considered. The Landlord testified that the Notice of Hearing was served on the Tenant by registered mail on November 19, 2014. The Landlord provided the registered mail tracking number and advised the hearing package was returned unclaimed. Refusal to accept registered mail does not negate service. Section 90 of the Act provides that documents served by registered mail are deemed served five days later, namely November 24, 2014. Accordingly, I find that the Tenant was sufficiently served as of November 24, 2014.

### Issues to be Decided

- Is the Landlord entitled to a Monetary Order under the *Act*?
- Should the Landlord recover the filing fee?

### Background and Evidence

A month to month tenancy agreement between the parties began on or about December 20, 2013. Monthly rent in the amount \$558.00 was due on the first day of each month during the tenancy. The tenancy agreement was introduced in evidence and confirmed, pursuant to clause

34(c) that the Tenant was responsible for paying an N.S.F. fee of \$20.00 for returned and not sufficient fund cheques. The Tenant did not pay a security deposit.

The Landlord testified that the Tenant failed to pay rent in March of 2014 and April of 2014.

The Landlord also testified that the condition the rental unit was left in when the tenancy ended was such that the Landlord needed to hire cleaners, replace a window screen and remove refuse items left by the Tenant. Introduced in evidence was a copy of the move in and move out condition inspection report as well as photos and related receipts all which supported the Landlord's claim for compensation for these claimed amounts.

In total the Landlord is seeking a Monetary Order in the amount of \$1,601.82 comprised of the following:

Item Description	Amount
Unpaid rent for March 2014	\$558.00
N.S.F. fee for March 2014	\$20.00
Unpaid rent for April 2014	\$558.00
N.S.F. fee for April 2014	\$20.00
Extra cleaning charge	\$205.28
Replace window screens	\$205.54
Removal of goods	\$35.00
<b>Total amount claimed</b>	<b>\$1,601.82</b>

The Landlord provided undisputed testimony confirming the amounts described in the table above.

### Analysis

Based on the documentary evidence, undisputed testimony of the Landlord, and on the balance of probabilities, I find the following.

Pursuant to section 26 of the *Act*, a Tenant must pay rent when it is due in accordance with the tenancy agreement. Based on the above, I find the Tenant breached section 26 of the *Act* by failing to pay rent in March and April, as claimed by the Landlord. The tenancy agreement provides that the Tenant must also pay an N.S.F. fee; accordingly, I award the Landlord \$20.00 for March and \$20.00 for May as claimed.

I also accept the undisputed testimony of the Landlord, which was supported by the photos and receipt filed, that the rental unit required repairs and cleaning when the tenancy ended.

As the Landlord has been substantially successful, I also award recovery of the filing fee.

In sum, I find the Landlord has met the burden of proof and I grant the Landlord's request for monetary compensation in the amount of **\$1,651.82** for the following:

Item Description	Amount
Unpaid rent for March 2014	\$558.00
N.S.F. fee for March 2014	\$20.00
Unpaid rent for April 2014	\$558.00
N.S.F. fee for April 2014	\$20.00
Extra cleaning charge	\$205.28
Replace window screens	\$205.54
Removal of goods	\$35.00
Filing fee	
<b>Total amount awarded</b>	<b>\$1,651.82</b>

I grant the Landlord a Monetary Order pursuant to section 67 of the *Act* in the amount of **\$1,651.82**. This Order must be served on the Tenant and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that court.

#### Conclusion

I find that the Landlord has established a total Monetary claim of \$1,651.82 as indicated above and I grant the Landlord a Monetary Order under section 67 of this amount. This Order must be served on the Tenant and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: July 06, 2015

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Residential Tenancy Branch

