



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAINSTREET EQUITY CORP.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

The landlord applies for a monetary award for unpaid rent, late fees and cleaning costs.

Neither tenant attended the hearing.

Issue(s) to be Decided

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

Background and Evidence

According to Ms. R. for the landlord, the tenants vacated the premises April 15, 2015. They did not provide a forwarding address.

She testifies that she served the tenants with the application by sending it to each by registered mail to an address for the tenant Mr. B.'s parents, given by him on the application for tenancy.

Section 89(1) of the *Residential Tenancy Act* (the "Act") permits service of an application on a tenant by registered mail "to the address at which the person resides."

Canada Post records show that the first registered mail was sent on April 25, 2015 and signed by Mr. B. on April 29. I find that he has been duly served.

Canada Post records show that the second registered mail, addressed to the tenant Ms. L., was also sent April 25 and signed by Mr. B. on April 29. Thereafter it appears that mail was readdressed to a location in Surrey and signed for on May 1 by a Mr. J.C.

Given that the registered mail was actually received by or signed for on behalf of each tenant, I find that they have been duly served with the application for dispute resolution and notice of hearing.

On Ms. A.R.'s undisputed evidence I find that the landlord is entitled to a monetary award of \$740.00 for unpaid March 2015 rent, plus a \$25.00 late fee as per clause 7 of the tenancy agreement, \$740.00 for unpaid April 2015 rent, plus a \$25.00 late fee, \$315.00 for cleaning of the apartment, plus recovery of the \$50.00 filing fee for this application.

I authorize the landlord to retain the \$362.50 security deposit and \$200.00 pet damage deposit in reduction of the amount awarded.

There will be a monetary order against the tenants for the remainder of \$1332.50.

Conclusion

The landlord's application is allowed as presented.

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: September 29, 2015

Residential Tenancy Branch

