



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNDC, MNSD, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for compensation - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing in person on March 31, 2015 in accordance with Section 89 of the Act. The Tenant did not attend the hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy started on June 1, 2014 and ended on March 7, 2015. Rent of \$1,000.00 was payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$500.00 as a security deposit. The Parties mutually conducted a move-in inspection. The Tenant had been repeatedly late for rent, had not paid any rent for February 2015 and at the end of February 2015 the Tenant offered to move out of the unit. The Landlord agreed that the Tenant could move out by March 8, 2015 and

informed the Tenant at the same time that the Landlord would expect and would seek the rental payment for March 2015. The Tenant did not pay rent for March 2015 and moved out on March 8, 2015. The Landlord claims \$2,000.00.

The Landlord made several offers by voice mail for the Tenant to conduct a mutual inspection of the unit at move-out however the Tenant did not respond and failed to attend the last time offered. The Landlord conducted the move-out inspection and completed the report. A copy of both reports was provided. The Tenant failed to leave the unit reasonably clean and the Landlord claims \$165.00 for the costs incurred to have a cleaner into the unit. The Landlord provided an invoice for the cleaning. It is noted that the invoice amount included a \$20.00 gratuity amount.

#### Analysis

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement. Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results.

Based on the undisputed evidence of the Landlord and considering the tenancy agreement provision for the payment of rent I find that the Landlord has substantiated that the Tenant failed to pay rent as required. The Landlord is therefore entitled to **\$2,000.00**. Further based on the Landlord's undisputed evidence and considering the copy of the move-out report, I find that the Landlord has substantiated that the Tenant failed to leave the unit reasonably clean and it entitled to the cleaning costs of **\$145.00**. The Tenant is not obliged to pay for the gratuity as this is not a cost caused by the Tenant. As the Landlord has been successful, I find that the Landlord is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$2,195.00**. Deducting the security deposit of **\$500.00** plus zero interest leaves **\$1,695.00** owed by the Tenant.

Conclusion

I Order the Landlord to retain the security deposit plus interest of **\$500.00** in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for **\$1,695.00**. If necessary, this order may be filed in the 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: September 03, 2015

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Residential Tenancy Branch

