



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, FF

### Introduction

This hearing was convened to address a claim by the landlord for a monetary order and an order permitting her to retain the security deposit. The landlord participated in the conference call hearing but the tenant did not.

The landlord testified that the tenant did not provide her with a forwarding address, but when he moved from the unit, he carried his belongings to another residence nearby so she was able to ascertain his address. The landlord attended at that residence and the occupant therein told her that the tenant had left to work in another city. The landlord served the application for dispute resolution and notice of hearing on the friend on June 30, 2015. Later that day, the tenant telephoned the landlord and the parties discussed the landlord's claim and this hearing. Several weeks later, the parties had a further discussion about the landlord's claim and the landlord reminded the tenant again about this hearing.

Section 89 of the Act provides that where a landlord is seeking a monetary order, the only acceptable means of service on a tenant is to serve personally or via registered mail. Ordinarily, I would find that service on a friend who does not reside with the tenant is not effective service. However, section 71(2)(c) permits me to determine that a document has been sufficiently served for the purposes of the Act even if it has not been served in accordance with the provisions of section 89. In this case, it is clear that the tenant has actual knowledge of the landlord's claim and of the hearing because he telephoned her on two occasions to speak with her about it. I found that the application for dispute resolution and notice of hearing were sufficiently served on the tenant and the hearing proceeded in his absence.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began on January 5, 2015 at which time the tenant paid a \$600.00 security deposit and the tenancy was set to run for a fixed term ending on June 30, 2015. Rent was set at \$1,200.00 per month payable in advance on the first day of each month. The rental unit is furnished by the landlord. On May 2, the tenant paid the landlord \$600.00 and advised that he was vacating the rental unit. The landlord testified that she returned \$100.00 of the security deposit to the tenant on May 6.

The landlord seeks to recover \$600.00 in unpaid rent for the month of May as well as \$450.00 for the value of her labour to clean the unit. She testified that the tenant had not cleaned the unit at all and had smoked marijuana in the unit, leaving an odour. The landlord stated that she spent 2 days cleaning the unit, including washing the walls and seeks to recover \$450.00 representing 15 hours of her own labour at a rate of \$30.00 per hour.

The landlord also seeks to recover the \$50.00 filing fee paid to bring this application.

### Analysis

I accept the undisputed evidence of the landlord. The tenant was obligated to continue paying rent until June 2015 and failed to meet his contractual obligation. I find that the tenant was responsible for the landlord's loss of rental income in the month of June through his failure to pay the full amount of rent due for that month and I find the landlord is entitled to recover \$600.00. I award the landlord that sum.

I accept the landlord's undisputed testimony that the rental unit was not sufficiently cleaned at the end of the tenancy. Section 37(2) of the Act provides that tenants are obligated to leave the rental unit in reasonably clean and undamaged condition, except for reasonable wear and tear. I find that the tenant breached his obligation to clean the unit and I find that the landlord is entitled to recover the value of her labour expended to perform that cleaning. However, the landlord seeks to recover at a rate of \$30.00 per hour which is approaching professional rates. The landlord provided no evidence that she is a professional housecleaner and I find it very possible that a professional could have cleaned the house much more quickly and efficiently than a non-professional. I find that a rate of \$15.00 per hour will adequately compensate the landlord and I award her \$225.00.

As the landlord has been successful in her claim I find she should recover the \$50.00 filing fee paid to bring her application and I award her that sum for a total entitlement of

\$875.00. I order the landlord to retain the \$500.00 remaining security deposit and I grant her an order under section 67 for the balance of \$375.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord will retain the security deposit and is granted a monetary order for \$375.00.

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: October 26, 2015

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Residential Tenancy Branch

