



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TYCOURT ENTERPRISES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNDC, MNR, MNSD, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss; for a monetary Order for unpaid rent; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on July 09, 2015 the Application for Dispute Resolution, the Notice of Hearing, and evidence the Landlord submitted to the Residential Tenancy Branch with the Application for Dispute Resolution were sent to the Tenant, via registered mail, at the service address noted on the Application. The Landlord submitted a Canada Post documentation that corroborates this statement.

The Agent for the Landlord stated that the address used to serve the aforementioned documents was provided to her by the Tenant on April 14, 2015.

In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

Issue(s) to be Decided

Is the Landlord entitled to compensation for unpaid rent and damage to the rental unit?
Is the Landlord entitled to retain all or part of the security deposit?

Background and Evidence

The Landlord contends that:

- this tenancy began on September 15, 2014;
- the Tenant agreed to pay rent of \$1,100.00 by the first day of each month;
- the Tenant paid a security deposit of \$550.00;
- the Tenant paid no rent for October, November, or December of 2014;

- the Tenant paid \$500.00 in rent for March of 2015;
- the Tenant paid \$550.00 in rent for April of 2015;
- in March of 2015 the Tenant was served with a Ten Day Notice to End Tenancy that declared she must vacate the rental unit by March 31, 2015; and
- the rental unit was not vacated until April 15, 2015.

The Landlord is seeking compensation, in the amount of \$315.00, for cleaning the rental unit. The Landlord submitted photographs that show the rental unit required cleaning.

The Landlord submitted invoices to show that three individuals were paid a total of \$210.00 for cleaning. The Landlord submitted an invoice to show that the Landlord was charged \$125.00 for cleaning the carpet in this rental unit. The Agent for the Landlord stated that the cost of cleaning the carpet was discounted and only \$105.00 was paid to clean the carpet.

The Landlord is seeking compensation, in the amount of \$40.00, for repairing damage to a wall. The Landlord submitted a photograph of the damaged wall, which the Agent for the Landlord stated was damaged during the tenancy. The Landlord submitted an invoice to show that an individual was paid \$40.00 to repair the wall.

Analysis

On the basis of the undisputed evidence, I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$1,100.00 by the first day of each month. Section 26(1) of the *Act* requires tenants to pay rent to their landlord.

On the basis of the undisputed evidence, I find that the Tenant paid no rent for October, November, or December of 2014. I therefore find that the Tenant owes \$3,300.00 in rent for those months.

On the basis of the undisputed evidence, I find that the Tenant only paid \$500.00 of the rent that was due for March of 2015. I therefore find that the Tenant owes an additional \$600.00 for that month.

On the basis of the undisputed evidence, I find that the Tenant was served with a Ten Day Notice to End Tenancy that required her to vacate the rental unit by March 31, 2015. As the Tenant did not vacate the rental unit by March 31, 2015, I find that the Tenant is obligated to pay rent, on a per diem basis, for the days the Tenant remained in possession of the rental unit. As the Tenant did not vacate the rental unit until April 15, 2015, I find that she was obligated to pay rent of \$550.00 for that month. On the basis of the undisputed evidence, I find that the Tenant did pay \$550.00 for that month and that no further rent is due for April of 2015.

On the basis of the undisputed evidence I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to leave the rental unit in reasonably

clean condition. I therefore find that the Landlord is entitled to compensation for the \$315.00 paid to clean the unit.

On the basis of the undisputed evidence I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to repair a wall that was damaged during the tenancy. I therefore find that the Landlord is entitled to compensation for the \$40.00 paid to repair the wall.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$4,305.00, which is comprised of \$3,900.00 in unpaid rent, \$355.00 in damages, and \$50.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(1) of the *Act*, I authorize the Landlord to retain the Tenant's security deposit of \$550.00 in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the amount \$3,755.00. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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 *Act*.

Dated: November 27, 2015

Residential Tenancy Branch

