



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested an Order of possession for unpaid rent, a monetary Order for unpaid rent, damage to the property and damage or loss under the Act, to retain the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The landlord provided affirmed testimony that on December 1, 2015 copies of the Application for Dispute Resolution and Notice of Hearing and evidence were delivered to the tenant at the rental unit. The landlord knocked on the door and could see someone moving about in the unit. The tenant lives alone, so the landlord was sure it was the tenant who was in the unit. The tenant would not answer the door so the landlord placed the hearing package through the tenant's mail slot.

On December 15, 2015 the landlord entered the tenant's unit and saw that the hearing documents had been removed from the doorway. The tenant had not responded to any messages sent to her by the landlord.

Section 71(2) of the Act provides:

(2) In addition to the authority under subsection (1), the director may make any of the following orders:

(a) that a document must be served in a manner the director considers necessary, despite sections 88 [how to give or serve documents generally] and 89 [special rules for certain documents];

(b) that a document has been sufficiently served for the purposes of this Act on a date the director specifies;

(c) that a document not served in accordance with section 88 or 89 is sufficiently given or served for purposes of this Act.

(Emphasis added)

Based on the method of service completed by the landlord I am satisfied that the tenant has been sufficiently served with the hearing documents. I am satisfied that the tenant removed the hearing documents from her doorway, as she lived alone in the rental unit and was in possession of the unit at the time service occurred. The tenant had disputed the eviction Notice, indicating she had no intention of vacating the rental unit.

Therefore, I find, pursuant to section 90(d) of the Act that service was sufficiently completed three days after they were placed in the tenant's mail slot; December 4, 2015.

Preliminary Matters

The tenant failed to attend a December 16, 2015 hearing related to her application to cancel a Notice ending tenancy. The landlord was issued an Order of possession at that hearing.

Issue(s) to be Decided

Is the landlord entitled to a monetary Order for unpaid rent and cleaning?

May the landlord retain the security deposit paid by the tenant?

Background and Evidence

The tenancy commenced on August 15, 2015, rent was \$975.00 due on the first day of each month. The landlord is holding a security deposit in the sum of \$487.50. A copy of the tenancy agreement was supplied as evidence.

As the result of a 10 day Notice to end tenancy the tenant vacated the unit on December 17, 2015. The Notice had an effective date of October 18, 2015. The tenant disputed the Notice and failed to attend her December 2015 hearing.

The tenant failed to pay rent in October, November and December 2015. The landlord has claimed \$2,925.00 in unpaid rent and loss of rent revenue.

A move-in condition inspection was completed; a copy was supplied as evidence. The tenant vacated before the tenancy could properly end. The landlord had to clean the unit fully; the bathroom was filthy, the walls and floors needed extensive cleaning. The landlord has claimed \$200.00 for her time spent cleaning.

The landlord also had to complete repairs to damaged walls, and kitchen counter and other areas of the home. A claim was not submitted for these items.

Analysis

Pursuant to section 44(f) of the Act, I find that the tenancy ended effective October 18, 2015; the effective date of the 10 day Notice ending tenancy for unpaid rent.

In the absence of evidence to the contrary, I find that the tenant has not paid rent and per diem rent in the amount of \$2,925.00 from October 1, 2015 to December, 17 2015, inclusive. As the landlord obtained the unit mid-month as the result of eviction, I find she is entitled to loss of rent revenue to the end of December as a new occupant could not be located on such short notice.

In the absence of the tenant I find the landlord is entitled to the undisputed claim for cleaning costs.

I find that the landlord's application has merit and, pursuant to section 72 of the Act that the landlord is entitled to recover the \$50.00 filing fee from the tenant for the cost of this Application for Dispute Resolution.

Pursuant to section 72 of the Act, I find that the landlord is entitled to retain the \$487.50 security deposit in partial satisfaction of the claim.

Based on these determinations I grant the landlord a monetary Order for the balance of \$2,487.50. 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.

Conclusion

The landlord has possession of the rental unit.

The landlord is entitled to compensation for unpaid rent, loss of rent revenue and cleaning costs as claimed.

The landlord may retain the security deposit.

The landlord is entitled to filing fee costs.

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: January 20, 2016

Residential Tenancy Branch

