



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Eightland Properties Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord for a monetary order for damage to the unit, site or property; for a monetary order for unpaid rent or utilities; for an order permitting the landlord to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenant for the cost of the application.

The landlord provided evidentiary material in advance of the hearing, and was represented at the hearing by an agent who gave affirmed testimony. The landlord's agent testified that the tenant was served with the Landlord's Application for Dispute Resolution and notice of this hearing by registered mail on November 28, 2015, however no one for the tenant attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and the only participant who joined the call was the landlord/s agent. The landlord's agent was permitted to send to me by facsimile a copy of the Canada Post cash register receipt and the Registered Domestic Customer Receipt after the hearing had concluded. I have now received those documents, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

All testimony and the evidence of the landlord have been reviewed and are considered in this Decision.

Issue(s) to be Decided

- Has the landlord established a monetary claim as against the tenant for damage to the unit, site or property?
- Has the landlord established a monetary claim as against the tenant for unpaid rent or utilities?
- Should the landlord be permitted to keep all or part of the security deposit in full or partial satisfaction of the claim?

Background and Evidence

The landlord's agent testified that this fixed-term tenancy began on April 15, 2015 and expires on April 30, 2016, however the tenant vacated the rental unit on October 31, 2015. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$550.00 which is still held in trust by the landlord, and no pet damage deposit was collected.

Rent in the amount of \$1,200.00 per month was payable on the 1st day of each month. A copy of the tenancy agreement has been provided which also states that a \$100.00 reduction in rent applies if paid on or before the 1st of each month. It also states that the only utilities included in the rent are water and garbage collection, and states that utilities are 60% of bills, pro-rated at the commencement of the tenancy at \$122.00 per month.

The landlord has provided a monetary order worksheet setting out the following claims:

- \$291.46 for unpaid rent for September, 2015;
- \$1,322.00 for unpaid rent and utilities;
- \$205.00 for cleaning the rental unit; and
- \$54.00 for garbage removal.

The landlord's agent testified that the tenant fell into arrears of rent for the month of September, 2015, having paid having paid \$409.54 on September 1; \$200.00 on September 14; and \$300.00 on September 21, leaving a balance due to the landlord in the amount of \$291.46. No rent was paid for October, 2015. The landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, a copy of which has been provided. The notice states that the tenant failed to pay rent in the amount of \$1,591.46 that was due on October 1, 2015 and contains an effective date of vacancy of October 18, 2015. The tenant didn't move out of the rental unit until October 31, 2015 and the landlord was able to re-rent the unit in mid-November. The landlord seeks a monetary order for unpaid rent for September and October totalling \$1,491.46.

The tenancy agreement also specifies that utilities are pro-rated to a sum of \$122.00 per month, and the tenant did not pay anything for October.

The landlord's agent further testified that the parties had completed a move-in condition inspection report at the beginning of the tenancy, however the landlord didn't know where the tenant had moved to so was unable to schedule the move-out condition inspection with the tenant. The landlord's agent completed the move-out condition inspection report with a hired cleaning person and copies of both reports have been

provided. The cleaning person has provided a list of cleaning completed and an invoice for cleaning services in the amount of \$205.00. The landlord's agent testified that the rental unit was not left reasonably clean at the end of the tenancy and all rooms were left with debris on floors and counters. Walls were left with markings and crayon marks; nothing had been cleaned. Further, the landlord had to remove all unwanted furniture and other items and take them to the local landfill. A copy of a receipt in the amount of \$54.00 for landfill fees has been provided.

The tenant has not provided the landlord with a forwarding address in writing, and the landlord learned through neighbours where the tenant resides and served the tenant at that address. When the landlord received the forwarding address from a neighbour, the landlord's agent wrote that address on the move-in/out condition inspection report.

The landlord seeks \$291.46 for unpaid rent for September, 2015; \$1,200.00 for unpaid rent for October, 2015; \$122.00 for unpaid utilities for October, 2015; cleaning costs in the amount of \$205.00; landfill fees of \$54.00; and recovery of the \$50.00 filing fee, for a total claim of \$1,922.46.

Analysis

Firstly, with respect to the claims for unpaid rent, I accept the testimony of the landlord's agent, and I find that it is consistent with the notice to end the tenancy. I have also reviewed the tenancy agreement, and I am satisfied that utility costs are \$122.00 per month. In the evidence before me, I am satisfied that the landlord has established the claims for unpaid rent and utilities. However, I am not satisfied that the landlord's arithmetic has been correct. The testimony given is that the tenant paid rent for the month of September, 2015 in installments totalling \$909.54, which leaves a balance of \$290.46. Adding \$1,200.00 for October's rent and \$122.00 for utilities for October leaves a balance owed to the landlord of \$1,612.46.

With respect to the landlord's claim for damages, the *Residential Tenancy Act* specifies that at the end of a tenancy a tenant is required to leave a rental unit reasonably clean and undamaged except for normal wear and tear. I have read the evidentiary material provided by the cleaner, as well as the move-in/move-out condition inspection reports, and I am satisfied that the landlord has established that the rental unit was not left reasonably clean and the landlord is entitled to cleaning costs of \$205.00 as well as landfill charges of \$54.00.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$50.00 filing fee.

I hereby order the landlord to keep the \$550.00 security deposit in partial satisfaction of the claim, and I grant a monetary order in favour of the landlord for the difference in the amount of \$1,371.46.

Conclusion

For the reasons set out above, I hereby order the landlord to keep the \$550.00 security deposit, and I grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$1,371.46.

This order is final and binding and may be enforced.

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: March 03, 2016

Residential Tenancy Branch