



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DREAM CATCHER PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

For the tenants – CNC, MNDC, FF

For the landlord – MNR, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to both parties' applications for Dispute Resolution. The tenants applied to cancel a One Month Notice to End Tenancy for Cause; for a Monetary Order for money owed or compensation for damage or loss; and to recover the filing fee from the landlord for the cost of this application. The landlord applied for a Monetary Order for unpaid rent; for an Order permitting the landlords to keep all or part of the tenant's security deposit; for a Monetary Order for money owed or compensation for damage or loss; and to recover the filing fee from the tenants for the cost of this application.

At the outset of the hearing the landlord advised that the tenants are no longer residing in the rental unit.

The hearing went ahead as scheduled; however, the tenants failed to dial into the conference call during the call. Therefore, no hearing took place regarding the tenants' application and the tenants' application is dismissed without leave to reapply.

Service of the hearing documents, by the landlord to the tenants, was done in accordance with section 89 of the *Act*, served by registered mail to the address provided by the tenants by email on March 02, 2016. Canada Post tracking numbers were provided by the landlord in evidence. The hearing documents were returned to the landlord. The tenants were deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order to recover unpaid rent?
- Is the landlord entitled to keep the security deposit?
- Is the landlord entitled to a Monetary Order for money owed or compensation for damage or loss?

Background and Evidence

The landlord testified that this tenancy started on September 01, 2015 for a fixed term tenancy that was due to expire on September 01, 2016. Rent for this unit was \$800.00 per month, due on the first day of each month. The tenants paid a security deposit of \$400.00 on September 08, 2015.

The landlord testified that the tenants failed to pay rent for February, 2016. A 10 Day Notice was served upon the tenants on February 02, 2016. This Notice indicated that the tenants owe rent of \$800.00 due on February 01. The tenants had five days to pay the outstanding rent or file an application to dispute the Notice or the tenancy would end on February 19, 2016. The tenants did not file an application to dispute the 10 Day Notice but did file an application to dispute a One Month Notice to End Tenancy for cause which was also served upon them on January 20, 2016. The tenants vacated the rental unit on February 29, 2016 but did not pay the outstanding rent. The landlord seeks an Order to recover the rent of \$800.00.

The landlord testified that the tenants failed to leave the rental unit reasonable clean at the end of the tenancy. The landlord referred to the move out condition inspection report

provided in documentary evidence showing the condition of the rental unit at the start and end of the tenancy. The landlord testified that she and her husband spent around three hours cleaning the rental unit and the landlord seeks to recover costs for their time and labour of \$67.50 and for the cleaning supplies used of \$7.57.

The landlord testified that the tenants also left garbage in the unit which the landlord had to dispose of at a garbage facility. The landlord seeks to recover \$5.00 for this.

The landlord testified that the tenants attended the move in condition inspection of the rental unit but failed to attend the move out inspection despite more than two opportunities for an inspection being provided. The landlord completed the move out inspection in the tenants' absence.

The landlord seeks an Order to be permitted to keep the security deposit to offset against her monetary claim. The landlord also seeks to recover the filing fee of \$100.00 from the tenants.

Analysis

The tenants did not appear at the hearing to dispute the landlord's claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenants, I have considered the landlord's documentary evidence and sworn testimony before me. I refer the parties to s. 26 of the *Act* which states:

26. A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

I am satisfied from the undisputed evidence before me that the tenants have failed to pay rent for February, 2016 of **\$800.00**. Consequently, I find that the landlord is entitled

to recover this amount from the tenants and will receive a Monetary Order pursuant to s. 67 of the *Act*.

With regard to the landlord's claim for cleaning costs and garbage removal, I am satisfied with the undisputed evidence before me that the tenants failed to leave the rental unit reasonably clean at the end of the tenancy and that the landlord incurred costs for time and labour to clean the unit, for cleaning supplies and to remove garbage from the unit. Consequently, I find the landlord has established a claim to recover **\$67.50** for cleaning, **\$7.57** for cleaning supplies and **\$5.00** to dispose of garbage.

I order the landlord, pursuant to s. 38(4)(b) of the *Act*, to keep the tenants' security deposit of **\$400.00** in partial satisfaction of their monetary claim.

As the landlord has been successful in this matter, the landlord is also entitled to recover the **\$100.00** filing fee for this proceeding pursuant to s. 72(1) of the *Act*. The landlord will receive a Monetary Order pursuant to s. 67 and 72(1) of the *Act* for the following amount:

Unpaid rent for February	\$800.00
Cleaning costs and garbage removal	80.07
Filing fee	\$100.00
Less security deposit	(-\$400.00)
Total amount due to the landlord	\$580.07

Conclusion

For the reasons set out above, I grant the landlord a Monetary Order pursuant to Section 67 and 72(1) of the *Act* in the amount of **\$580.07**. This Order must be served on the Respondents and may then be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court if the Respondents fail to comply with the Order.

The tenant's application is dismissed without leave to reapply.

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 28, 2016

Residential Tenancy Branch