



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND MNR MNSD FF

### Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the *Residential Tenancy Act* (the "Act") for a monetary order for damage to the unit, site or property, for unpaid rent or utilities, for authorization to retain all or part of the tenant's security deposit, and to recover the cost of the filing fee.

An agent for the landlord (the "agent") attended the teleconference hearing and gave affirmed testimony. During the hearing the agent was given the opportunity to provide her evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing"), Application for Dispute Resolution (the "Application") and documentary evidence were considered. The agent testified that the Notice of Hearing, Application and documentary evidence were served on the tenant by registered mail on April 26, 2016 and was signed for and accepted by the tenant on May 18, 2016. A registered mail tracking number customer receipt was submitted in evidence in support of the agent's testimony, which was also confirmed by the online registered mail tracking website. Based on the above, I accept that the tenant was served on May 18, 2016, with the Application, Notice of Hearing and documentary evidence as that was the date the tenant signed for and accepted the registered mail package.

### Issues to be Decided

- Is the landlord entitled to a monetary order under the *Act*, and if so, in what amount?
- What should happen to the tenant's security deposit under the *Act*?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. The parties entered into a first fixed term tenancy from June 5, 2013 to August 31, 2013, followed by a second fixed term tenancy from September 1, 2013 to November 30, 2013 after which time the tenancy reverted to a month to month tenancy. The tenant's monthly rent was \$425.00 and was due on the first day of each month. The tenant paid a security deposit of \$212.50 at the start of the tenancy, which the landlord continues to hold.

The landlord's monetary claim for \$824.50 is comprised as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. First part of cleaning (washing walls, baseboards, doors, door frames, closet doors, closet rods, closet shelves, bathroom fan, towel bar, toilet roll holder, removal of small items left behind by tenant, bagging and disposal on truck.	\$100.00
2. Second part of cleaning (stove, fridge, kitchen cupboards, kitchen floor, windows, light fixtures, patio, bathroom)	\$320.00
3. Carpet cleaning	\$45.00
4. Drape cleaning	\$72.00
5. Removal and disposal of TV abandoned in rental unit by tenant	\$50.00
6. April 2016 unpaid rent	\$425.00
7. April 2016 late fee	\$25.00
<b>SUBTOTAL</b>	<b>\$1,037.00</b>
<i>Less tenant's security deposit of \$212.50</i>	<i>-\$212.50</i>
<b>TOTAL</b>	<b>\$824.50</b>

Regarding items 1 and 2, the agent stated that she last saw the tenant in the rental unit in mid-April 2016 and failed to clean the rental unit before abandoning it. The condition inspection report and cleaner timesheets were submitted in evidence to support the four hours of cleaning at \$25.00 per hour in support of item 1, and the \$320.00 portion of item 2.

Regarding item 3, the agent stated that of the \$90.00 bill for carpet cleaning, the landlord is only seeking  $\frac{1}{2}$  of the amount as they were going to pay for half the carpet

cleaning cost due to a flood that occurred during the tenancy, and as a result, are only claiming \$45.00 for carpet cleaning versus the standard charge of \$90.00 for carpet cleaning.

Regarding item 4, the agent testified that drape cleaning costs \$1.50 per pleat and that there were a total of four drapes with 12 pleats each for a total drape cleaning cost of \$72.00.

Regarding item 5, the agent stated that the tenant abandoned an old television in the rental unit and that it cost the landlord \$50.00 to remove and dispose of the old television which was assessed as having no value.

Regarding item 6, the landlord is seeking unpaid rent of April 2016 as the tenant continued to occupy the rental unit until mid-April 2016 before abandoning the rental unit. As a result, the landlord is seeking \$425.00 in unpaid rent for the month of April 2016.

Regarding item 7, section 9 of the tenancy agreement refers to a \$25.00 for late payments of rent. As a result, the landlord is seeking \$25.00 for late April 2016 rent which remains outstanding as of the date of the hearing.

### Analysis

Based on the undisputed documentary evidence and unopposed testimony of the agent provided during the hearing, and on the balance of probabilities, I find the following.

As the tenant was served with the Notice of Hearing, Application and documentary evidence and did not attend the hearing, I consider this matter to be unopposed by the tenant. As a result, I find the landlord's application is fully successful in the amount of **\$1,037.00** as I find the tenant breached the following sections of the *Act*:

- Section 47 of the *Act* which requires the tenant to leave the rental unit reasonably clean at the end of the tenancy which I find the tenant failed to do
- Section 26 of the *Act* which requires the tenant to pay rent on the date that it is due in accordance with the tenancy agreement which I find the tenant failed to do

In addition to the above, I find the landlord's claim to be reasonable and that the landlord complied with section 7 of the *Act* which requires the landlord to do what is

reasonable to minimize the damage or loss. The landlord minimized their loss by reducing the carpet cleaning due to a previous flood.

As the landlord's application was successful, I grant the landlord the recovery of the filing fee in the amount of **\$100.00**. As a result, I find the landlord has established a total monetary claim of **\$1,137.00**. The landlord continues to hold the tenant's security deposit of \$212.50 which has not accrued any interest to date.

**I authorize** the landlord to retain the tenant's full security deposit of \$212.50 in partial satisfaction of the landlord's monetary claim. I grant the landlord a monetary order pursuant to section 67 of the *Act*, for the balance owing by the tenant to the landlord in the amount of **\$924.50**.

#### Conclusion

The landlord's application is successful.

The landlord has been authorized to retain the tenant's full security deposit of \$212.50 in partial satisfaction of the landlord's monetary claim of \$1,137.00. The landlord has been granted a monetary order pursuant to section 67 of the *Act*, for the balance owing by the tenant to the landlord in the amount of \$924.50. The landlord must serve the tenant with the monetary order and may enforce the monetary order in the Provincial Court (Small Claims Division).

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: October 31, 2016

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Residential Tenancy Branch