



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

CNL, FF, MNDC, MNSD, MT, OLC, RPP, MNR, OPL

### **Introduction**

This was a cross-application hearing.

The tenant applied to cancel several Notices ending tenancy; requesting more time to cancel the Notices; compensation for damage or loss, return of the security deposit, an order the landlord return the tenants' personal property and to recover the filing fee cost from the landlord.

The landlord applied requesting compensation for unpaid rent, an order of possession based on landlords' use of the property and to recover the filing fee cost from the tenant.

The landlord provided affirmed testimony that on May 27, 2016 copies of the Application for Dispute Resolution and Notice of Hearing and evidence were sent to the tenant via registered mail. The landlord used the service address provided on the tenants' application which was received just prior to the landlord submitting their application, in May 2016. The mail was not returned to the landlord.

These documents are deemed to have been served on the fifth day after mailing, in accordance with section 89 and 90 and 90 of the Act.

The tenant did not appear at the hearing. The landlord confirmed receipt of the tenants' hearing documents.

### **Preliminary Matters**

The landlords' application did not include a claim for cleaning; however the monetary worksheet, setting out the claim, was given to the tenant with the application.

Section 4.2 of the Residential Tenancy Branch Rules of Procedure provides:

#### ***4.2 Amending an application at the hearing***

*In circumstances that can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made, the application may be amended at the hearing.*

Therefore, as the claim for stove cleaning was set out in the calculation of the claim I find that the application is amended to include that cost which would have been anticipated by the tenant.

#### Issue(s) to be Decided

Is the landlord entitled to compensation in the sum of \$700.00 for unpaid December 2015 rent?

Is the landlord entitled to compensation in the sum of \$61.37 for unpaid utilities?

Is the landlord entitled to compensation in the sum of \$125.00 for cleaning costs?

#### Background and Evidence

The tenancy commenced on July 1, 2015. Rent was \$1,500.00 due on the third day of each month. The tenant was to pay utility costs. The landlord is holding a security deposit in the sum of \$750.00. A copy of the tenancy agreement was supplied as evidence.

The tenant vacated at the end of December 2015. The landlord obtained possession of the unit on January 1, 2016.

The tenant paid a portion of the rent owed in December. The landlord has claimed the balance owed in the sum of \$700.00.

The tenant did not pay a utility and gas bill; copies were supplied as evidence.

The landlord provided photos of the dirty oven and a receipt issued by the individual who cleaned the oven at a cost of \$125.00.

#### Analysis

In the absence of evidence to the contrary and the tenant who was served with Notice of this hearing I find that the landlord is entitled to costs as claimed (\$700.00 rent; \$49.58 gas; \$11.79 utility; \$125.00 clean stove.) The tenant did not attend to oppose the claim.

As the landlord's application has merit I find, pursuant to section 72 of the Act that the landlord is entitled to recover the \$100.00 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 tenant's security deposit in the amount of \$750.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the landlord a monetary order for the balance of \$236.37. 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.

As the tenant failed to attend in support of the tenants' application I find that the tenants' application is dismissed.

### Conclusion

The landlord is entitled to costs as claimed.

The landlord is entitled to retain the tenant's security deposit in partial satisfaction of the claim.

The tenants' application is dismissed.

This decision is final and binding 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: November 10, 2016

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Residential Tenancy Branch