



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPREIT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR OPR MNSD FF

Introduction:

Only the landlord's representative attended the hearing and gave sworn testimony. She said the 10 Day Notice to End Tenancy dated December 5, 2016 to be effective December 18, 2016 was served by posting it on the door. The Application for Dispute Resolution was served by registered mail. . I find the documents were legally served pursuant to sections 88 and 89 of the Act for the purposes of this hearing. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 46 and 67 for unpaid rent and cleaning costs;
- b) An Order of Possession pursuant to sections 46 and 55;
- c) An Order to retain the security deposit pursuant to Section 38; and
- d) An order to recover the filing fee pursuant to Section 72.

Issue(s) to be Decided:

The landlord no longer requires an Order of Possession as the tenant vacated at the end of December 2016. Is the landlord now entitled to a monetary order for rental arrears and cleaning costs and to recover the filing fee for this application?

Background and Evidence:

Only the landlord attended the hearing and was given opportunity to be heard, to present evidence and to make submissions. It is undisputed that the tenancy commenced August 1, 2015, that rent is \$1209.07 a month and a security deposit of \$587.50 was paid. It is undisputed that the tenant has not paid rent for December, 2016. The tenant filed no documents and did not attend to dispute the application.

In evidence is the Notice to End Tenancy for unpaid rent, proof of service, the tenancy agreement and a Notice of rent increase. On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis:

I find an Order of Possession is no longer required.

Monetary Order:

The onus is on the applicant to prove on a balance of probabilities their claim. I find the landlord's evidence credible that the tenant did not pay rent for December and vacated without having the unit professionally cleaned. The landlord's evidence is supported by the tenancy agreement and the Notice to End Tenancy. I find the landlord entitled to recover \$1209.07 in unpaid rent for December plus \$195 they paid for professional cleaning. I find the landlord entitled to retain the security deposit to offset the amount owing.

Conclusion:

I find the landlord entitled to a Monetary Order as calculated below and to recover filing fees for this application.

Calculation of Monetary Award:

Unpaid rent for December 2016	1209.07
Cleaning fee	195.00
Filing fee	100.00
Less security deposit (no interest 2015-17)	-587.50
Total Monetary Order to Landlord	916.57

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: January 25, 2017

Residential Tenancy Branch