



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the landlord: OPC MND MNR MNSD FF

For the tenant: MNSD FF

Introduction

This hearing dealt with cross-Applications for Dispute Resolution by both parties under the *Residential Tenancy Act* (the “Act”). The landlord requested an order of possession based on a 1 Month Notice to End Tenancy for Cause, for a monetary order for damages to the unit, site or property, for unpaid rent or utilities, for authorization to retain all or part of the security deposit and pet damage deposit, and to recover the cost of the filing fee. The tenant has requested a monetary order for the return of the security deposit and pet damage deposit, and to recover the cost of the filing fee.

On November 8, 2016, the hearing commenced and after 24 minutes into the hearing and due to the tenant testifying that he did not receive a registered mail delivery notice card to pick up the landlord’s documentary evidence which included a USB drive containing digital evidence, the hearing was adjourned. An Interim Decision dated November 9, 2016 was issued which should be read in conjunction with this Interim Decision.

On January 3, 2017, this matter was reconvened and the tenant testified that the landlord served him at his previous address, not his current address. As a result, the matter was again adjourned to allow the tenant the opportunity to attend at the post office as the registered mail package would be available for pickup until January 5, 2017 according to the online registered mail tracking website.

On March 2, 2017, this matter was reconvened again and began promptly at 9:30 a.m. Pacific Time; however, only the landlord attended the reconvened hearing on March 2, 2017. After the 10 minute waiting period had elapsed, the tenant’s Application was **dismissed in full without leave to reapply.**

The hearing continued with consideration of the landlord’s Application only as the tenant’s Application had been dismissed in full.

Preliminary and Procedural Matters

Once the tenant's Application had been dismissed, the landlord verbally requested to withdraw his request to claim against the tenant's security deposit and pet damage deposit which was permitted pursuant to section 64(3) of the *Act*. In addition as the tenant no longer resides in the rental unit, I consider the landlord's request for an order of possession to be withdrawn also and as such, the order of possession, and both the security deposit and pet damage deposit will not be considered further in this decision.

Issue to be Decided

- Is the landlord entitled to a monetary order under the *Act*, and if so, in what amount?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A month to month tenancy began on April 1, 2014. The tenant's monthly rent was \$880.00 per month and due on the first day of each month at the start of the tenancy and was increased during the tenancy through the *Act* by way of an additional rent increase to \$900.00 per month.

The landlord's monetary claim for \$469.69 is as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Landlord's time to research correct cleaning products to clean and repair of oven, toilet, wall, cabinet, wood floor, windows and marijuana odour (1 hour @ \$25.00 per hour)	\$25.00
2. Landlord's travel time to purchase cleaning and repair items (2 X 30 minutes @ \$25.00 per hour)	\$25.00
3. Landlord's time to purchase to shop for cleaning and repair items (2 X 30 minutes @ \$25.00 per hour)	\$25.00
4. Landlord's cost to purchase cleaning and repair items (receipt provided)	\$59.16
5. Landlord's cost to clean entire suite (8.5 hours at \$25.00 per hour)	\$212.50
6. Landlord's time to repair and reinstall damaged and missing blades of window coverings and cabinets, and to deodorize suite air quality to remove marijuana smell (3	\$75.00

hours at \$25.00 per hour)	
7. Tenant's unpaid portion of gas bill for April 2016 (15% portion of \$83.98 bill)	\$12.60
8. Tenant's unpaid portion of electricity bills for March and April 2016 (15% of \$236.20 bill)	\$35.43
TOTAL	\$469.69

The landlord provided testimony to support all 8 items described above and referred to receipts, invoices and the condition inspection report in support of the all 8 items claimed. The landlord referred to the tenancy agreement submitted in evidence which supports that the tenant's portion of hydro and gas is 15% which is also consistent with the landlord's claim.

The landlord submitted receipts, utility invoices and a copy of the condition inspection report in evidence.

Analysis

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

Firstly, as the tenant was served with the Notice of Hearing, Application and documentary evidence and did not attend the reconvened portion of 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 **\$469.69**. In addition, I find the landlord is entitled to the recovery of the cost of the filing fee in the amount of **\$100.00** as the landlord's application is fully successful. I have considered the undisputed testimony of the landlord and that the application was unopposed by the tenant.

Based on the above, 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 **\$569.69**.

Conclusion

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

The landlord's application is fully successful.

The landlord has been granted a monetary order pursuant to section 67 of the *Act*, for the amount owing by the tenant to the landlord of \$569.69. 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: March 6, 2017

Residential Tenancy Branch