



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord for a monetary order for unpaid rent or utilities, cleaning costs, light bulb replacement, and to recover the filing fee from the tenants for the cost of the application.

The landlord attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. However, the line remained open while the phone system was monitored for in excess of 10 minutes prior to hearing any testimony and no one for the tenants joined the call. The landlord testified that the tenants were each individually served with the hearing package, including notice of this hearing, by registered mail on September 23, 2016. The landlord has also provided copies of a Canada Post cash register receipt bearing that date as well as 2 Registered Domestic Customer Receipts stamped by Canada Post and I am satisfied that both tenants have been served in accordance with the *Residential Tenancy Act*.

Issue(s) to be Decided

- Has the landlord established a monetary claim as against the tenants for unpaid rent?
- Has the landlord established a monetary claim as against the tenants for cleaning costs and light bulb replacement?

Background and Evidence

The landlord testified that this tenancy began as a fixed term commencing October 9, 2013 and expiring on September 30, 2014, thereafter reverting to a month-to-month tenancy which ultimately ended on March 22, 2015. Rent in the amount of \$1,300.00 per month was payable on the 1st day of each month. At the outset of the tenancy the landlord collected a security deposit from the tenants in the amount of \$650.00 and no pet damage deposit was collected. The rental unit is a townhouse suite in a complex

containing 12 units, and the landlord does not reside there. A copy of the tenancy agreement has been provided.

The landlord further testified that the tenants have been in arrears of rent, making partial payments or lump-sum payments at numerous times during the tenancy. A copy of a tenant ledger has been provided showing the amounts due and paid and showing that the tenants currently owe the landlord \$10, 034.48 which takes into account a partial charge for rent for the last month of the tenancy, cleaning costs at \$95.00 and bulb replacement of \$23.96, as well as a credit for the \$650.00 security deposit and \$9.48 interest.

A copy of a move-in and move-out condition inspection report has been provided which shows that the date of vacancy is March 27, 2015 and the move-out inspection was completed on April 10, 2015. The tenants have provided a forwarding address on that report and have agreed that the landlord should retain the security deposit and interest for the arrears owed to the landlord. Also provided is a letter dated March 27, 2015 to the landlord from the tenants authorizing the landlord to keep the security deposit and interest for unpaid rent.

Analysis

I have reviewed the evidentiary material of the landlord, specifically the tenancy agreement, the move-in/out condition inspection report, tenant ledger and letter of the tenants dated March 27, 2015. The move-out portion of the condition inspection report shows that on April 10, 2015 the tenants agreed to the amounts that the landlord has claimed and have agreed that the landlord should keep the security deposit and interest in partial satisfaction.

In the absence of any evidence to the contrary, I am satisfied that the landlord has established a monetary claim as against the tenants for unpaid rent amounting to \$10,575.00 as well as \$95.00 for cleaning and \$23.96, and that the tenants have agreed in writing that the landlord keep the security deposit and interest.

I find that the balance due to the landlord is \$10,034.48 after all adjustments, however since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$100.00 filing fee, and I grant a monetary order in favour of the landlord for \$10,134.48.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the landlord as against the tenants pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$10,134.48.

This order is final and binding and may be enforced.

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: March 23, 2017

Residential Tenancy Branch