



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding TOTAL CONCEPT DEVELOPMENTS LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: MNR MND MNDC MNSD FF

### **Introduction:**

Only the landlord attended and gave sworn testimony. The landlord provided evidence that the tenant was served with the Application by registered mail to the forwarding address he provided on his move-out report on December 31, 2015. According to Policy Guideline 12, "Where a landlord is serving a tenant by Registered Mail, the address for service must be where the tenant resides at the time of mailing, **or the forwarding address provided by the tenant.** Although the tenant may have moved, I find he is deemed to be served at the address he provided. Copies of the report and registered mail number were provided in evidence. I find the tenant was served with the Application pursuant to section 89 of the Act. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 7, 46 and 67 for unpaid rent and damages; and
- c) An order to recover the filing fee pursuant to Section 72.

### **Issue(s) to be Decided:**

Has the landlord has proved on a balance of probabilities that the tenant owes rent and other damages to the landlord? Is the landlord entitled to recover the filing fee?

### **Background and Evidence:**

The tenant did not attend the hearing although deemed to be served with the Application/Notice of Hearing. The landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The landlord stated that the tenancy commenced November 1, 2013, rent was \$1500 a month and a security deposit of \$750 and pet damage deposit of \$250 were paid. The landlord said that the tenant did not pay the balance of the rent for August 2015 in the amount of \$345 and paid no rent for September to December 2015 ( $1500 \times 4 = \$6000$ ). He also did not pay late fees of \$125 ( $5 \times 25$ ), a strata fine of \$100 for smoking and cleaning fees of \$100 plus \$152.25 for carpet cleaning. The landlord requests a monetary order for \$6822.25.



The parties had two prior scheduled hearings. I find the Decision dated August 27, 2015 authorized the landlord to retain the security and pet deposits to offset the amount owing at that time. Therefore, I find there are no deposits remaining for set off.

The landlord provided a monetary order worksheet, the tenancy agreement, a promissory note signed by the tenant, emails between the parties regarding money owed and a draft of a promissory note made in February 2016. Also included was evidence of the strata fine and invoices for cleaning. The tenant provided no documents to dispute the claim. On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

### **Analysis**

#### **Monetary Order**

I find that there are rental arrears and over holding rent in the amount of \$6345 from August 2015 to December 31, 2015 when the tenant left pursuant to an Order of Possession. I find the landlord entitled to recover the amount of rent owing. In addition, I find the landlord entitled to collect late fees of \$25 for each of the 5 late payments as set out in their tenancy agreement and section 7 of the Residential Tenancy Regulation (total \$125).

Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

The onus is on the landlord to prove on the balance of probabilities that there is damage caused by this tenant, that it is beyond reasonable wear and tear and the cost to cure the damage. I find the landlord's evidence credible that this tenant caused the damage claimed, namely a strata fine for \$100 for smoking, and \$252.25 for cleaning costs. I find the landlord's credibility well supported by the move-out report and the invoices provided in evidence. Therefore, I find the landlord entitled to recover \$352.25 for damages caused by the tenant.

### **Conclusion:**

I find the landlord is entitled to a monetary order as calculated below. I find the landlord is also entitled to recover filing fees paid for this application.



**Calculation of Monetary Award:**

Rent August to December 2015	6345.00
Late fees 5x 25	125.00
Strata Fine	100.00
Cleaning fee as invoiced	100.00
Carpet cleaning fee per invoice	152.25
Filing Fee	100.00
<b>Total Monetary Order to Landlord</b>	<b>6922.25</b>

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: April 11, 2017

---

Residential Tenancy Branch