



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ACD REALTY CORPORATION AS AGENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR MND MNDC MNSD FF

Introduction:

Only the landlord attended and gave sworn testimony. He said they served the Application for Dispute Resolution on the tenant by registered mail. The tenant refused to pick it up so it was returned to them as 'unclaimed'. I find that the tenant is deemed to be served with the Application according to section 90 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;
- b) To retain the security deposit to offset the amount owing; 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 left the property unclean and with some damage? If so, to how much compensation has the landlord proved entitlement? Is the landlord also 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 September 22, 2016 on a fixed term lease to September 30, 2017, that monthly rent was \$1250 and a security deposit of \$625 was paid September 14, 2016. The landlord said that the tenant did not pay rent for January or February 2017 and vacated on March 1, 2017. He said the tenants left the unit unclean with garbage to be removed. The landlord requests compensation for 2 months' rent (\$2500), \$210 for cleaning costs, \$200 for rubbish removal and \$225.75 to repair an entrance door. The landlord provided professional invoices to support the claim. He said the tenants had agreed to pay these costs by installment but then vacated and paid nothing since.

In evidence is the monetary order worksheet, the tenancy agreement and invoices.

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 in the amount of \$2500 for January and February 2017.

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 did not comply with their obligations under the tenancy agreement and the *Act* section 37(2) to leave the unit in a clean and undamaged condition. I find the invoices from the professional services support the landlord's credibility. I find the landlord entitled to recover their costs for cleaning (\$210), for rubbish removal (\$200) and for repairing the door (\$225.75)

Conclusion:

I find the landlord is entitled to a monetary order as calculated below and to retain the security deposit to offset the amount owing. I find the landlord is also entitled to recover filing fees paid for this application.

Calculation of Monetary Award:

Rent arrears Jan.&Feb. 2017(\$1250x2)	2500.00
Cleaning	210.00
Rubbish Removal	200.00
Repair of door	225.75
Filing fee	100.00
Less security deposit	-625.00
Total Monetary Order to Landlord	2610.75

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 27, 2017

Residential Tenancy Branch