



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 629470 BC Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNDC, MNR, MNSD, FF

### Introduction

This hearing was convened in response to an application and an amended application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for damage to the unit - Section 67;
3. A Monetary Order for compensation - Section 67;
4. An Order to retain the security deposit - Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing. The Landlord states that the Tenant never provided its forwarding address and that the Landlord hired a skip tracer to locate the Tenant’s residence. The Landlord states that the original application for dispute resolution and notice of hearing (the “Materials”) were sent by express post to that address. Based on this undisputed evidence I find that the Materials were sufficiently served to the Tenant at that time. The Landlord states that the amended application along with the original Materials was sent by registered mail on April 26, 2017. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Tenant is deemed to have received the Materials.

The Landlords were given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Relevant Background and Evidence

The tenancy started on February 1, 2015 and ended sometime in April 2016. The Landlord was not informed of when the Tenant left the unit and no keys were ever returned. Rent of \$900.00 was payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$450.00 as a security deposit. On January 18, 2015 the Parties mutually conducted a move-in inspection with written report copied to the Tenant. No forwarding address was ever provided by the Tenant.

The Landlord states that the Tenant failed to pay rent for February, March and April 2016. The Landlord claims \$2,700.00.

The Landlord states that the Tenant left the unit with household garbage. The Landlord states that he moved the garbage into a shed on the property and then later removed it to a bin for disposal. The Landlord claims \$423.10 for the disposal of the garbage and \$56.00 for his labour. The Landlord provides an invoice for each cost claimed. The Landlord states that the Tenant failed to leave a clean carpet at the end of the tenancy. The Landlord states that he has his own machine and did the work himself in order to mitigate the costs claimed. The Landlord states that the original cost claimed was only an estimate. The Landlord claims \$56.00 for the labour costs for cleaning the carpet throughout the unit. The Landlord provides this invoice dated May 7, 2016.

The Landlord states that the Tenant left the unit with damage to the door lock and claims the cost of replacing the lock and the costs of a repair kit in the amount of \$19.98 for the supplies and \$10.47. The Landlord states that he did the work himself and

claims \$28.00 for the labour. The Landlord does not know why a usb charge is on the receipt and does not seek compensation for this item.

The Landlord claims agency fees of \$950.00.

### Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Based on the undisputed evidence of rents payable and unpaid I find that the Landlord has substantiated its claim for unpaid rents for February, March and April 2017 in the total amount of **\$2,700.00**. Further based on undisputed evidence of the state of the unit at move-out and the supported costs claimed to clean and repair the unit I find that the Landlord has substantiated its claims to costs in relation to the garbage, entry knob, and carpet in the total amount of **\$593.55** (\$423.10 + 56.00 + 56.00 + 19.98 + 10.47 + 28.00)

As there is nothing in the Act that provides for the costs of a landlord's agent and or for the costs of a landlord carrying out its obligations or pursuing its rights under the Act or tenancy agreement, I dismiss the claim for the agency fees.

As the Landlord's application has had merit I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$3,393.55**. Deducting the security deposit of **\$450.00** plus zero interest leaves **\$2,943.55** owed by the Tenant to the Landlord.

### Conclusion

I grant the Landlord an order under Section 67 of the Act for **\$2,943.55**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: May 15, 2017

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Residential Tenancy Branch