



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MND, MNDC, MNR, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for monetary orders for unpaid rent and for damage or loss, authorization to retain the security deposit, and authorization to recover the filing fee from the tenant.

The tenant did not attend this hearing. An agent for the landlord attended and was given a full opportunity to be heard, to present affirmed testimony and documentary evidence, to make submissions and to call witnesses.

The landlord's agent testified that the tenant was served with application and notice of hearing by registered mail on February 3, 2017 to the mailing address provided by the tenant on her own Residential Tenancy Branch application, filed January 15, 2017 (which the tenant did not attend). A Canada Post customer receipt was in evidence in support. The agent further testified that the tenant was served with an amendment to the application on June 7, 2017 by registered mail. Tracking numbers for both registered mailings were provided. The agent further testified that she tracked both the application and the amendment. The application was not picked up, and the amendment will be returned to sender.

In accordance with sections 89 and 90 of the *Act*, I deem the tenant to have been served with the application and notice of hearing on February 8, 2017, and with the amendment on June 12, 2017, both five days after the registered mailing. I find that the tenant was served at the most recent mailing address provided by the tenant to the landlord. Refusal to accept or pick up registered mail is not a ground for review under the *Act*.

Issue(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent?

Is the landlord entitled to a monetary award for damages to the rental unit?

Is the landlord entitled to retain the security deposit?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The landlord provided undisputed evidence at this hearing, as the tenant did not attend. The written residential tenancy agreement was in evidence. This was a fixed term tenancy ending February 28, 2017, with monthly rent of \$1,050.00 due on the first day of the month. A security deposit of \$525.00 was made at the beginning of the tenancy and remains in the landlord's possession. The rental unit was partially furnished.

The landlord's agent stated that she gave the tenant several opportunities to carry out the move-out inspection report. The landlord posted a Notice of Final Opportunity for Inspection on the door of the rental unit. A photograph substantiating this was in evidence. The landlord's agent stated that the tenant left her pit bull in the home on the scheduled day and time of the final inspection, but did not attend herself.

The landlord obtained an order of possession and a monetary order for unpaid rent through and including December, 2016, on or about January 4, 2017. The landlord now applies for unpaid rent for January and for a portion of February, in the total amount of **\$1,762.50**. This was a fixed term lease expiring at the end of February but the landlord secured a new tenant for February 20, 2017, and has prorated the amount due for February accordingly. A tenant ledger was in evidence in support of this claim.

The agent further testified that the tenant left the rental unit unclean and full of assorted things largely junk, including a sign, broken patio furniture, clothing, and garbage. The landlord provided photographs evidencing the state of the rental unit. These show that the bathroom had not been cleaned or cleared of items, including towels and books, that the tenant left behind bags and bags of garbage, an old artificial Christmas tree, broken lamps, broken furniture, blankets, etc.

The condition inspection report in evidence suggests that the kitchen was not cleaned, that the dog had urinated on the carpets, that there were holes in the dining room walls, and that the dining room ceiling had been torn. It also records damage to doors in the utility room from the dog's scratching, and feces and cigarette butts in the utility room and yard. The landlord also provided receipts as follows:

1. Removal of items left behind (including dumping fees): **\$874.75**
2. Cleaning: **\$600.00**
3. Repairs (to table, couch, closet, ceiling tiles): **\$154.63 and \$80.00**

Analysis

I have reviewed all documentary evidence and have heard the undisputed evidence of the landlord. I find that the tenant owes the landlord the amount claimed in unpaid rent for January and for a portion of February.

I further find that the tenant left the rental unit damaged and unclean and that the landlord's claims as set out above for cleaning, repairs, and removal, are all substantiated.

As the landlord has been successful in this application, the landlord is entitled to recover the \$100.00 filing fee from the tenant.

In accordance with sections 38 and 72 of the Act, I allow the landlord to retain the tenant's security deposit in partial satisfaction of the monetary award issued in the landlord's favour.

Conclusion

Pursuant to section 67, I issue a monetary award in the landlord's favour in the following terms, which include the \$100.00 application fee and the security deposit offset:

ITEM	AMOUNT
Outstanding rent (Jan and pro-rated Feb)	\$1,762.50
Removal	\$874.75
Cleaning	\$600.00
Repair	\$234.63
Less security deposit	-\$525.00

Filing fee	\$100.00
TOTAL	\$3,046.88

The landlord is provided with an order in the above terms and the tenant must be served with the order as soon as possible. Should the tenant fail to comply, the order may be filed in the Small Claims Division of the Provincial 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 s. 9.1(1) of the Act and is final and binding unless otherwise specified in the Act.

Dated: June 29, 2017

Residential Tenancy Branch