



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, OPM, MNDC, MND, FF

### Introduction

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

1. An Order for possession - Section 55;
2. A Monetary Order for damages to the unit - Section 67;
3. A Monetary Order for compensation - Section 67;
4. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing. I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution, notice of hearing and the evidence package (the “Materials”) by registered mail on December 9, 2016 in accordance with Section 89 of the Act. 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 on December 14, 2016.

The Landlord was given full opportunity to be heard, to present evidence and to make submissions. The Landlord confirms that the claims for an order of possession were made in error. The Landlord confirms that the monetary amount set out in the application mistakenly deducts the security deposit.

Issue(s) to be Decided

Is the Landlord entitled to unpaid rent?

Is the Landlord entitled to cleaning costs?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on September 1, 2004 and ended on November 21, 2016. Rent of \$2,311.55 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$920.00 as a security deposit. The Parties mutually conducted both a move-in and move-out inspection. The Tenant provided her forwarding address at move-out. The Tenant left the unit unclean and with a significant amount of garbage and household items.

On October 14, 2016 the Parties mutually agreed that the Tenant would move out of the unit by October 24, 2016 in exchange for a payment equivalent to one month's rent, less an amount that was owed by the Tenant. The Tenant was credited with September 2016 rent and failed to pay rent for October and November 2016. The Landlord claims unpaid rent for September 2016 of \$2,311.55 and rent for the period November 1 to 21, 2016 of \$1,541.03.

The Tenant agreed that the Landlord could retain the security deposit plus interest towards the cost of the cleaning and garbage removal. The Landlord provided a monetary order worksheet for the cleaning and removal costs and reduces the last claimed amount to \$567.00 for a total claimed amount of \$3,479.50.

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 the terms of the tenancy and unpaid rent I find that the Landlord has substantiated an entitlement to unpaid rent of **\$3,852.58** (2,311.55 + 1541.03).

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. Based on the undisputed evidence of the Landlord I find that the Tenant failed to leave the unit reasonably clean. Given the receipts and oral evidence I find that the Landlord has substantiated that it incurred the costs claimed and I find that the Landlord is therefore entitled to **\$3,479.50**.

As the Landlord's application has met with success I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$7,432.08**. Deducting the security deposit of **\$920.00** plus interest of **\$32.58** leaves **\$6,479.50** ( $7,432.08 - 952.58$ )

#### Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$6,479.50**. 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: June 07, 2017

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Residential Tenancy Branch