



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ROYAL LEPAGE MERRITT REAL ESTATE SERVICES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR MNSD FF

Introduction

This hearing dealt with the corporate landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a Monetary Order pursuant to section 67 of the *Act*;
- an Order to retain the security or pet deposit pursuant to section 38 of the *Act*,
and
- a return of the filing fee pursuant to section 72 of the *Act*.

Only the landlord attended the hearing. The landlord was represented at the hearing by agent, L.E., (the "landlord"). The landlord was given a full opportunity to be heard, to present her sworn testimony and to make submissions.

The landlord explained that the Landlord's Application for Dispute Resolution (Landlord's Application) and evidentiary package were sent to the tenants individually by Canada Post Registered Mail on January 16, 2017. Tracking numbers for each package were provided to the hearing. Pursuant to sections 88, 89 & 90 of the *Act*, the tenants are deemed to have been served with these documents on January 21, 2017.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order for Unpaid Rent and cleaning fees associated with the tenancy?

Can the landlord recover the filing fee?

Can the landlord retain the security deposit as relief against the Monetary Order?

Background and Evidence

Undisputed testimony provided by the landlord explained that this was a month to month tenancy that began on July 16, 2016 and ended on December 31, 2016. Rent was \$550.00 per month and a security deposit of \$275.00 continues to be held by the landlord.

The landlord explained that she was seeking a Monetary Order of \$1,492.00 in satisfaction for unpaid rent for the months of November & December 2016, along with cleaning that was required in the rental unit following the tenants vacating the suite and a return of the security deposit. Undisputed testimony was provided by the landlord that the parties performed a condition inspection during the first week of January 2017 when the landlord was provided with the tenants' forwarding address.

Following an inspection of the suite, it was determined that further cleaning was required and the landlord paid a cleaner to adequately care for the suite. The landlord produced an invoice of \$117.00 demonstrating her expenses related to this work.

Analysis

The landlord applied to retain the security deposit from the tenants. Section 38 of the *Act* requires the landlord to either return a tenant's security deposit in full or file a claim against a tenant's deposit within 15 days of the *later* of the end of the tenancy or the date a tenant's forwarding address is received in writing. The landlord has demonstrated that she received the tenants' forwarding address during the first week of January 2017 and applied for dispute resolution on January 9, 2017. The landlord has therefore fulfilled the requirements of section 38 of the *Act*. Subsections 4 of this section states that, "A landlord may retain an amount from a security deposit or a pet damage deposit if, after the end of the tenancy, the director orders that the landlord may retain the amount." I find that the landlord has suffered a loss as a result of this tenancy and may therefore retain the security deposit pursuant to section 38 and under 72 of the *Act* she may put this deposit against a monetary award to which she is entitled.

Section 67 of the *Act* states, if damage or loss results from a party not complying with this Act, the regulations or a *tenancy agreement*, the director may determine the amount of, and order that party to pay, compensation to the other party. I find that rent for November and December 2016 remains outstanding. Evidence was produced at the hearing that the tenancy ended because of the issuance of a 10 Day Notice on November 21, 2016. The landlord provided undisputed testimony that the tenants abandoned the rental unit in December without paying rent and that further cleaning was required in the unit. Based on the landlord's undisputed testimony, I am satisfied that rent for November and December 2016 remains outstanding and that the landlord

had to pay a professional cleaning service to tend to the unit. The tenants are therefore responsible for rent outstanding for November and December 2016 and for the cleaning expenses incurred by the landlord.

As the landlord was successful in her application she may recover the \$100.00 from the tenants.

The landlord is awarded a Monetary Order of \$1,042.00.

Conclusion

I issue a Monetary Order in the landlord's favour in the amount of \$1,042.00 against the tenants. The landlord is provided with a Monetary Order in the above terms and the tenants must be served with this Order as soon as possible. Should the tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

Item	<u>Amount</u>
Unpaid Rent for November 2016	\$550.00
Unpaid Rent for December 2016	550.00
Recovery of Filing Fee	100.00
Cleaning Services	117.00
Less Security Deposit	(-275.00)
Total =	\$1,042.00

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 29, 2017

Residential Tenancy Branch