



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

This hearing was convened by way of conference call in response to the Landlord's Application for Dispute Resolution (the "Application") filed on January 17, 2017 for a Monetary Order for: damage to the rental unit; for unpaid rent; for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; to keep the Tenant's security deposit; and to recover the filing fee from the Tenant.

The Landlord appeared for the hearing and provided affirmed testimony as well as documentary and photographic evidence prior to the hearing. However, there was no appearance for the Tenant during the 18 minute hearing. Therefore, I turned my mind to the service of the documents by the Landlord for this hearing.

The Landlord testified that he served the Tenant with a copy of the Application and the Hearing Package to the Tenant's mailing address which was a post office box address. The Landlord provided the Canada Post tracking number into evidence to verify this method of service. The Canada Post website shows that the Tenant received and signed for the documents on January 25, 2017. Therefore, I find the Landlord effected service pursuant to Section 89(1) (c) of the Act.

### Issue(s) to be Decided

- Is the Landlord entitled to unpaid rent and damages to the rental unit?
- Is the Landlord entitled to keep the Tenant's security deposit in partial satisfaction of the monetary claim?

### Background and Evidence

The Landlord testified that this tenancy for a furnished rental unit started on September 23, 2016 on a month to month basis. Rent was payable by the Tenant in the amount of \$550.00 on the first day of each month. The Tenant was supposed to pay a total of \$375.00 for a pet damage and a security deposit but only paid \$100.00 at the start of the tenancy which the Landlord still holds in trust.

The Landlord testified that the parties undertook a move-in Condition Inspection Report (the "CIR") on September 23, 2016. The Landlord testified that on December 15, 2016 the Tenant was issued with a notice to end tenancy for cause because the Tenant was, amongst other things, creating a noise disturbance and had not paid the full amount of the security and pet damage deposits.

The Landlord testified that when the Tenant failed to pay rent on January 1, 2017, the Tenant was then served with a 10 Day Notice to End Tenancy for Unpaid Rent and Utilities (the "10 Day Notice"). The 10 Day Notice was served to the Tenant on January 2, 2017 with a vacancy date of January 12, 2017.

The Landlord testified that on or about January 5, 2017, the Tenant abandoned the rental unit leaving the keys with a neighbor and not paying any rent. The Landlord therefore claims unpaid rent in the amount of **\$550.00** for January 2017.

The Landlord testified that the Tenant also failed to clean the rental unit, caused a significant amount of damage to the rental unit, took utensils and cookware provided with the rental unit, and left behind personal property that had to be disposed of. The Landlord referenced an extensive amount of photographic evidence provided into evidence as well as the move-in and move-out CIR to evidence the lack of cleaning and damages that had been caused.

As a result, the Landlord claims the following amounts: **\$95.00** for professional carpet cleaning; **\$230.00** for 11.5 hours of labor and repairs at \$20.00 per hour; a total of **\$61.00** for fees relating to the removal of the Tenant's personal property and garbage left behind; **\$105.00** for repairing cigarette burns in the carpet; **\$19.81** for cleaning materials purchased to clean the rental unit; **\$75.00** for cleaning the rental unit; **\$22.71** for replacement of light bulbs, shower rings, a frying pan and a pot. The total amount of the Landlord's claim is \$1,158.52. The Landlord provided invoice evidence to support the costs being claimed as detailed in his typed Monetary Order details sheet.

### Analysis

Section 26(1) of the Act requires a tenant to pay rent under a tenancy agreement whether or not the landlord complies with the Act.

In this case, I am satisfied by the undisputed evidence before me that the Tenant abandoned the rental unit on or before January 5, 2017 without giving any proper written notice to end the tenancy on the date he left. As the Tenant left without paying rent, I grant the Landlord unpaid rent for January 2017 in the amount of **\$550.00**.

Section 37(2) of the Act requires a tenant to leave a rental unit undamaged at the end of a tenancy. In addition, Section 21 of the *Residential Tenancy Regulation* allows a CIR to be considered as evidence of the state of repair and condition of the rental unit, unless a party has a preponderance of evidence to the contrary.

The Tenant provided no evidence prior to the hearing. Therefore, I rely on the undisputed evidence of the Landlord to find the Tenant: failed to clean the rental and the carpets at the end of the tenancy; caused damage to the rental unit as evidenced by the Landlord's photographs; and left property behind for which the Landlord incurred disposal costs. Therefore, I am satisfied by the Landlord's undisputed evidence and award a total of **\$608.52** for the costs claimed.

As the Landlord has been successful in this matter, I also grant the Landlord the **\$100.00** filing fee pursuant to my authority under Section 72(1) of the Act. Therefore, the total amount payable by the Tenant is **\$1,258.52** (\$550.00+ \$608.52 + \$100.00).

As the Landlord holds \$100.00 in the Tenant's security deposit, I order the Landlord to retain this amount in partial satisfaction of the claim awarded pursuant to Section 72(2) (b) of the Act. As a result, the Landlord is issued with a Monetary Order for the remaining amount of **\$1,158.52**.

This order must be served on the Tenant and may then be filed in the Small Claims Division of the Provincial Court and enforced as an order of that court if the Tenant fails to make payment.

Copies of this order are attached to the Landlord's copy of this Decision. The Tenant may also be held liable for any enforcement costs incurred by the Landlord.

### Conclusion

The Tenant breached the Act by failing to pay rent and causing damage to it. Therefore, the Landlord may keep the Tenant's security deposit and is granted a Monetary Order for the remaining balance in the amount of \$1,158.52.

This Decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: July 06, 2017

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Residential Tenancy Branch