



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent, to retain the Tenants' security deposit and to recover the filing fee for this proceeding.

The Landlord said she served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on August 2, 2017. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issues(s) to be Decided

1. Are there unpaid rent or utilities and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and utilities and if so how much?
3. Is the Landlord entitled to keep the Tenant's security deposit?

Background and Evidence

This tenancy started on May 1, 2017 as a fixed term tenancy with an expiry date of April 30, 2018. Rent was \$1,390.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$695.00 on April 11, 2017. The Landlord said the Tenant moved out of the rental unit on or before July 31, 2017 without notice to the Landlord. The Landlord submitted condition inspection reports dated April 26, 2017 and July 31, 2017.

The Landlord said that the Tenant did not pay \$1,390.00 of rent for July, 2017. As well the Landlord said the Tenant has unpaid utilities in the amount of \$60.02 and a late rent fee of \$25.00 that is stated in the tenancy agreement. Further the Tenant did not paid the fob deposit of \$50.00. The Landlord continued to say the unit was abandon by the Tenant and was left very dirty. The Landlord submitted a paid cleaning bill for \$150.00 and requested to recover this cost. As well the Landlord requested to recover the

\$100.00 filing fee for this application from the Tenant. The Landlord said her total claim is for \$1,775.02. .

Analysis

Section 26 says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Further the Landlord gave the Tenant formal notice of the unpaid utilities therefore the unpaid utilities are treated the same as unpaid rent under the Act. Consequently I award the Landlord \$1,390.00 in unpaid rent and \$60.02 in unpaid utilities.

As well, as the Landlords' completed a move in and a move out condition report and the dirty condition of the unit was indicated on the report I award the Landlord cleaning costs or \$150.00.

In addition the Tenancy Agreement indicates the Tenant is responsible for a \$50.00 security fob and \$25.00 for any late rent fees. I award the Landlord \$50.00 for the security fob and \$25.00 in late rent fees for July, 2017.

As the Landlords have been successful in this matter, she is also entitled to recover from the Tenant the \$100.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenant's security deposit in partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

	Rent arrears:	\$	1,390.00	
	Utility arrears	\$	60.02	
	Cleaning costs	\$	150.00	
	Fob	\$	50.00	
	Late fees	\$	25.00	
	Recover filing fee	\$	100.00	
	Subtotal:			\$ 1,775.02
Less:	Security Deposit	\$	695.00	
	Subtotal:			\$ 695.00
	Balance Owing			\$ 1,080.02

Conclusion

A Monetary Order in the amount of 1,080.02 has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: October 24, 2017

Residential Tenancy Branch