



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNR MND MNSD MNDC FF

### **Introduction**

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the *Act*") for an Order of Possession for:

- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38;
- a monetary order for compensation for damage, money owed or losses under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72 .

While the landlord's agent, VP ('landlord'), attended the hearing by way of conference call, the tenant did not. I waited until 2:10 p.m. to enable the tenant to participate in this scheduled hearing for 2:00 p.m. The landlord's agent was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord's agent testified that the tenant was served with the landlord's application for dispute resolution hearing package ('Application') and evidence on April 25, 2017, by way of registered mail. The landlord provided Canada Post a tracking number in their evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the tenant was deemed served with the landlord's application and evidence on April 30, 2017, five days after its registered mailing.

### **Issue(s) to be Decided**

Is the landlord entitled to monetary compensation for unpaid rent, damage, or losses?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

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

### **Background and Evidence**

The landlord's agent testified regarding the following facts. This fixed-term tenancy began on August 18, 2016, and was to end on August 31, 2017. Monthly rent was set at \$1,280.00, and the landlord collected a security deposit of \$640.00 as well as a \$75.00 key deposit, which the landlord still holds. A copy of the tenancy agreement was included in the landlord's evidence.

The tenant moved out on March 31, 2017 after receiving a 10 Day Notice to End Tenancy for Unpaid Rent on March 18, 2017 from the landlord for failing to pay rent for March 2017. The tenant left the keys on the counter and failed to attend the scheduled move-out inspection with the landlord. The landlord's agent testified that the building was brand new when the tenant moved in, and the tenant had moved out without cleaning or repairing any damage.

The landlord submitted a monetary claim for \$1,880.40 in order to recover their losses associated with the tenancy as listed below:

<b>Item</b>	<b>Amount</b>
Unpaid rent for March 2017 & \$25.00 NSF fee	\$1,305.00
Replacement of broken refrigerator handle	42.27
Suite Cleaning	47.25
Cleaning of window coverings	165.38
Wall Repairs	220.50
Filing Fee	100.00
<b>Total Monetary Order Requested</b>	<b>\$1,880.40</b>

The landlord's agent supported the above monetary claim with invoices, receipts, and pictures in their evidence package.

### **Analysis**

**Section 26** of the Act, in part, states as follows:

#### ***Rules about payment and non-payment of rent***

**26** (1) *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.*

The landlord provided undisputed evidence that the tenant failed to pay the outstanding rent in the amount of \$1,280.00 plus \$25.00 for the non-sufficient funds ('NSF') fee. Therefore, I find that the landlord is entitled to \$1,305.00 in unpaid rent and the NSF fee.

Section 37(2)(a) of the *Act* stipulates 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. I find that the landlord provided sufficient evidence to show that the tenant did not take reasonable care and attention when vacating the suite. I also find that the landlord supported their claims with receipts and invoice, as well as photos. Accordingly, I find the landlord is entitled to compensation for these losses. I issue a monetary award of \$475.40 for the cost of cleaning and losses associated with this tenancy due to the tenant's failure to comply with section 37(2)(a) of the *Act*.

I find that the landlord's Application has merit and that the landlord is entitled to recover the fee for filing this Application.

In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlord to retain the tenant's security deposit plus applicable interest in satisfaction of the monetary claim. Over the period of this tenancy, no interest is payable on the security deposit.

### **Conclusion**

I issue a Monetary Order in the amount of \$1,165.40 in the landlord's favour under the following terms which allows the landlord to retain the security deposit in satisfaction of the monetary claim for damages and losses, plus recover the \$100.00 filing fee for this application.

Item	Amount
Unpaid rent for March 2017 & \$25.00 NSF fee	\$1,305.00
Replacement of broken refrigerator handle	42.27
Suite Cleaning	47.25
Cleaning of window coverings	165.38
Wall Repairs	220.50

Filing Fee	100.00
Less Security Deposit	-640.00
Less Key Deposit	-75.00
<b>Total Monetary Order</b>	<b>\$1,165.40</b>

The tenant(s) must be served with this Order as soon as possible. Should the tenant(s) 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.

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 4, 2017

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Residential Tenancy Branch