



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Concert Realty Services Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      **FF MND MNR MNSD & O**

### Introduction

#### Absence

This is an application brought by the Landlord(s) requesting a monetary order for outstanding rent and cleaning charges, requesting recovery of the filing fee, and requesting an order to retain the full security deposit towards the claim.

The applicant testified that the respondent(s) were served with notice of the hearing by Registered mail, however the respondent(s) did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent(s) have been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

All testimony was taken under affirmation.

### Issue(s) to be Decided

The Issue is whether or not the applicant has established a monetary claim against the respondents, and if so in what amount.

### Background and Evidence

The applicant testified that this tenancy began on January 1, 2016, and that a security deposit of \$575.00 had been paid previously, on December 11, 2015.

The applicant further testified that, at the end of the tenancy, the monthly rent was \$1193.00.

The applicant further testified that the tenants vacated on August 19, 2017, however they paid no rent for the month of August 2017, and therefore they are requesting rent in the amount of \$731.19.

The applicant further testified that the rental unit was left in need of cleaning, and as a result they are requesting a cleaning charge of the \$160.00.

The applicant is also requesting recovery of the \$100.00 filing fee, and wish to retain the full security deposit towards this claim.

### Analysis

It is my finding that the landlord has shown that the monthly rent for this unit at the end of the tenancy was \$1193.00.

It is also my finding that the landlord has shown that the tenant vacated the rental unit on August 19, 2017, without paying any rent for the month of August 2017, and I therefore allow the landlords request for a monetary claim for that outstanding rent totaling \$731.19.

I also accept the landlord's testimony that the rental unit required cleaning, and I therefore allow the claim for cleaning in the amount of \$160.00.

Therefore, pursuant to section 62 of the Residential Tenancy Act, the total claim I have allowed is as follows:

August rent 19 days X \$38.48387	\$731.19
Cleaning	\$160.00
Filing fee	\$100.00
Total	\$991.19
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Conclusion

I have allowed a total claim of \$991.19, and I therefore order, pursuant to section 38 of the Residential Tenancy Act, that the landlord may retain the full security deposit of \$575.00, and I have issued a monetary order pursuant to section 67 and 72 of the Residential Tenancy Act, for a total of \$416.19

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: March 05, 2018

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Residential Tenancy Branch