



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This matter dealt with an application by the Landlord for an Order of Possession and a Monetary Order for unpaid rent and to recover the filing fee for this proceeding. The Landlord also included a request for damage or loss in the monetary worksheet that the Landlord submitted in the evidence package.

The Landlord's agent said she served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail and posting it on the Tenant's door on April 5, 2018. 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. Does the Landlord have grounds to end the tenancy?
2. Are there rent arrears and if so, how much?
3. Is the Landlord entitled to compensation for unpaid rent and if so how much?
4. Is the Landlord entitled to compensation for damage or loss to the rental unit and if so how much?

Background and Evidence

This tenancy started on November 1, 2014 as a 6 month fixed term tenancy and then was renewed with a 1 year fixed term tenancy which ended April 30, 2016. The tenancy continued on a month to month basis after April 30, 2016. Rent was \$740.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$350.00 and a pet deposit of \$350.00 on November 4, 2014. The Landlord said a move in condition inspection was completed but not submitted with the evidence. The Landlord said the Tenant moved out on April 14, 2018 and no move out condition inspection was completed as the Tenant left without notifying the Landlord or providing the Tenant's forwarding address.

The Landlord's agent said the Tenant moved out after receiving 2 10 Day Notices to End Tenancy for Unpaid Rent and Utilities dated March 22, 2018 and April 4, 2018. The Landlord continued to say the Tenant left the unit in poor condition. Consequently the Landlord is making the following monetary claim.

Unpaid rent for January, February and March 2018	\$ 721.00
Unpaid rent for April 2018	\$ 740.00
Carpet cleaning	\$ 285.00
General cleaning	\$ 425.25
Replace blinds	\$ 588.23
Replace shower curtain	\$ 33.60
Replace entry mat	\$ 44.10
Drywall repair	\$ 112.00
Filing Fee	<u>\$ 100.00</u>
Total	<u>\$3,167.33</u>

The Landlord's agent continued to say that as the Landlord has possession of the rental unit he is withdrawing the application for an Order of Possession.

Analysis

Section 26 (1) says a tenant must pay rent and utilities 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.

I find that the Tenant has not paid the overdue rent and utilities and does not have the right to withhold part or all of the unpaid rent. Consequently, I find pursuant to s. 67 of the Act that the Landlord is entitled to recover unpaid rent and utilities in the amount of \$1,678.45.

In addition it is the responsibility of the Tenant to leave the rental unit clean and in good condition. I accept the Landlord's uncontested testimony that the carpets were not cleaned and the unit required cleaning. As the Landlord provided a receipt and a quote for these expenses, I award the Landlord \$285.00 for carpet cleaning and \$425.25 for general cleaning.

Further section 23 and 35 of the Act say that a landlord and tenant must do condition inspections to establish the condition of the rental unit at the start and the end of the tenancy. If this is not done and there is no other acceptable evidence of the condition of the rental unit at

the start and the end of a tenancy then the applicant cannot establish the amount of damage or if any damage was done to the rental unit.

As the Landlord's agent said she is unable to establish the condition of the rental unit at the start of the tenancy as no move in condition inspection report was submitted by the Landlord. I find that the Landlord has not established proof that the Tenant damaged the rental unit.

Consequently, I dismiss the Landlord's application for damages to the blinds, to replace the shower curtain, to replace the entry mat and for drywall repairs.

As the Landlord has been partially successful in this matter, he is also entitled to recover from the Tenant the \$100.00 filing fee for this proceeding. The Landlord will receive a monetary order for the balance owing as following:

Unpaid rent and utilities	\$1,678.25
Carpet cleaning	\$ 285.00
General cleaning	\$ 425.25
Recover filing fee	<u>\$ 100.00</u>
Total:	\$2,488.25

Conclusion

A Monetary Order in the amount of \$2,488.25 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: May 09, 2018

Residential Tenancy Branch