



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR MNSD FF

Introduction

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

- a monetary order for unpaid rent and for damage to the unit pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 1:32 p.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 1:30 p.m. The landlord attended the hearing and was given a full opportunity to provide affirmed testimony and present evidence.

The landlord testified that on November 16, 2017, a copy of the Application for Dispute Resolution and Notice of Hearing was sent to the tenant by registered mail. The landlord provided a registered mail receipt and tracking number in support of service. The registered mail was sent to the forwarding address provided by the tenant.

Based on the above evidence, I am satisfied that the tenant was deemed served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the tenant.

Issues

Is the landlord entitled to a monetary award for unpaid rent and damage to the rental unit?

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 the filing fee for this application from the tenant?

Background and Evidence

The tenancy began on October 1, 2016 with a monthly rent of \$1665.00 payable on the 1st day of each month. The tenant paid a security deposit of \$800.00 at the start of the tenancy which the landlord continues to hold.

The landlord submitted a "monetary order worksheet" providing a breakdown of the landlord's claims totaling \$1131.94.

The landlord is claiming unpaid rent in the amount of \$665.00 for the month of April 2017. The landlord testified the tenant did not pay rent in full for this month and the landlord subsequently obtained an order of possession based upon the tenant's failure to pay rent.

The landlord is also claiming an amount of \$366.94 in cleaning and garbage removal fees. The landlord testified that the tenant did not leave the rental unit reasonably clean at the end of the tenancy and left a lot of garbage and a few furnishings behind which the landlord had to dispose of. The landlord submitted a condition inspection report, various pictures and invoices in support of the cleaning and garbage removal expense.

The landlord is also claiming the \$100.00 filing fee for this application.

Analysis

Section 7 of the Act provides for an award for compensation for damage or loss as a result of a landlord or tenant not complying with this Act, the regulations or their tenancy agreement. Under this section, the party claiming the damage or loss must do whatever is reasonable to minimize the damage or loss.

I find that the landlord has established the existence of the damage or loss claimed and that it occurred due to the actions or neglect of the tenant. I accept the landlord's uncontested testimony and evidence in support of the claim for unpaid rent for April 2017 in the amount of \$665.00. The landlord submitted a condition inspection report, pictures and invoices in support of claim for cleaning and garbage removal expenses. I accept the landlord's claim in the amount of \$366.94 for these expenses.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application for a total monetary award of \$1131.94.

The landlord continues to hold a security deposit and pet deposit in the amount of \$800.00. I allow the landlord to retain the security deposit and pet deposit in partial satisfaction of the monetary award pursuant to section 38 of the Act.

Therefore, I find that the landlord is entitled to a Monetary Order in the amount of \$331.94.

Conclusion

Pursuant to section 67 of the *Act*, I grant the landlord a Monetary Order in the amount of \$331.94. Should the tenant 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: June 18, 2018

Residential Tenancy Branch