



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL, MNRL, FFL

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("Act") for a monetary order for damages to the unit, site or property, for unpaid rent or utilities, and to recover the cost of the filing fee.

The landlord attended the teleconference hearing and gave affirmed testimony. During the hearing the landlord was given the opportunity to provide their evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

As the tenants did not attend the hearing, service of the Notice of a Dispute Resolution Hearing ("Notice of Hearing"), application and documentary evidence were considered. The landlord testified that the Notice of Hearing, application and documentary evidence were served on the male tenant by a process server CS ("process server") on March 20, 2018 at the male tenant's place of employment. The landlord confirmed the female tenant was not served by the landlord or the process server and as a result, if the landlord is successful with any monetary order, the landlord confirmed that she understood that the female tenant will not be named on the monetary order as she was not properly served and the landlord confirmed she still wanted to continue with the hearing. Based on the undisputed testimony of the landlord that the process server served the male tenant at his place of employment on March 20, 2018 I accept that the male tenant was served as of that date with the Notice of Hearing, application and documentary evidence. Therefore, the hearing continued without the male tenant ("tenant") present and as such, I consider this application to be unopposed by the tenant.

Preliminary and Procedural Matter

The emailed address of the landlord and two email addresses, one for each tenant were provided on the landlord's application. Accordingly, the decision will be emailed to the parties at the email addresses provided by the landlord in their application for both parties.

Issues to be Decided

- Is the landlord entitled to a monetary order under the *Act*, and if so, in what amount?
- Is the landlord entitled to the recovery of the cost of the filing fee under the *Act*?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A month to month tenancy began on February 5, 2018 and ended on March 1, 2018 when the tenants vacated the rental unit. Monthly rent was \$1,500.00 per month and due on the first day of each month according to the tenancy agreement. The tenants did not pay a security deposit or a pet damage deposit according to the landlord.

The landlord's monetary claim of \$3,035.00 is comprised as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Cleaning costs	\$250.00
2. Unpaid portion of February 2018 rent	\$1,285.00
3. Unpaid March 2018 rent	\$1,500.00
TOTAL	\$3,035.00

Regarding item 1, the landlord testified that the tenants texted her that cleaning was done before they vacated however the landlord disagrees as there was dog hair everywhere. The landlord stated that it took 10 hours to clean the rental unit to a reasonably clean condition and paid \$25.00 per hour for a total of \$250.00 in cash for cleaning costs.

Regarding item 2, the landlord stated that due to the tenants moving in on February 5, 2018 she only charged \$1,285.00 for February 2018 rent which the tenants failed to pay.

Regarding item 3, the landlord is claiming \$1,500.00 for unpaid rent/loss of rent for March 2018 as the tenants vacated the rental unit on March 1, 2018 without paying rent for February or March 2018.

Analysis

Based on the undisputed documentary evidence and undisputed testimony of the landlord provided during the hearing, and on the balance of probabilities, I find the following.

As I have accepted that the tenant was served with the Notice of Hearing, application and documentary evidence and did not attend the hearing, I consider this matter to be unopposed by the tenant. As a result, I find the landlord's application is fully successful as I find the testimony supports the landlord's claim and is reasonable. I also find that the tenants breached section 37

of the *Act* which requires the tenants to leave the rental unit reasonably clean and undamaged except for reasonable wear and tear. I find the tenants failed to leave the rental unit reasonably clean based on the undisputed testimony before me.

Therefore, I find the landlord has met the burden of proof in proving their entire claim of **\$3,035.00** as claimed.

As the landlord's claim was successful, I find the landlord is entitled to the recovery of the cost of the filing fee of **\$100.00** pursuant to section 72 of the *Act*, as their application was fully successful. Based on the above, I find the landlord has established a total monetary claim of **\$3,135.00** as described above.

I grant the landlord a monetary order pursuant to section 67 of the *Act*, for the total amount owing by the male tenant to the landlord in the amount of **\$3,135.00**.

I caution the tenants to comply with section 37 of the *Act* in the future.

Conclusion

The landlord's application is fully successful.

The landlord has been granted a monetary order pursuant to section 67 of the *Act*, for the total amount owing by the male tenant to the landlord in the amount of \$3,135.00. The landlord must serve the male tenant with the monetary order and may enforce the monetary order in the Provincial Court (Small Claims Division).

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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 17, 2018

Residential Tenancy Branch