



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent, unpaid utilities, cost of repairs and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her monetary claim.

The landlord testified that on February 23, 2018, she served the tenant with the notice of hearing by registered mail, to the forwarding address provided by the tenant in writing on the move out inspection report. The landlord provided a tracking number and testified that she had tracked the package on line and the tenant did not pick up the package.

Residential Tenancy Policy Guideline No. 12 provides that, where a document is served by registered mail, the refusal of the party to either accept or pick up the registered mail, does not override the deemed service provision. Where the registered mail is refused or deliberately not picked up, service continues to be deemed to have occurred on the fifth day after mailing.

Based on the landlord's evidence and pursuant to section 89 and 90 of the *Act*, I find that the tenant has been deemed served with the landlord's dispute resolution hearing package on February 28, 2018, 5 days after the mailing of the package. The tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid rent, unpaid utilities, cost of repairs and for the recovery of the filing fee? Is the landlord entitled to retain the security deposit in partial satisfaction of her claim?

Background and Evidence

The landlord testified that the tenancy started on November 01, 2014 and ended on January 31, 2018, pursuant to a ten day notice to end tenancy for non-payment of rent. The monthly rent was \$1,100.00 and did not include utilities. Prior to moving in the tenant paid a security deposit of \$550.00.

The landlord stated that the tenant fell behind on rent starting September 2017 by paying \$100.00 short on rent. The tenant further failed to pay full rent for December 2017 and owed \$550.00. The tenant did not pay any rent for January 2018. At the time the tenancy ended, on January 31, 2018, the tenant owed a total of \$1,750.00 in unpaid rent. The tenant also owed \$84.54 for utilities. The landlord filed a copy of the utility bill.

On January 28, 2018, the parties conducted a move out condition inspection and the landlord filed a copy of the report. The report indicates that there was extensive damage to the carpet in one bedroom which was created by the tenant's pet dog and that the carpets were left dirty and stained by pet urine. The tenant also left behind a considerable amount of unwanted possessions and garbage.

In the condition inspection report, the tenant has acknowledged the damage to the rental unit and has agreed in writing that he owes \$1,750.00 for unpaid rent, \$84.54 for unpaid utilities and has also agreed to cover the cost of repairs and cleaning.

The landlord is claiming the following:

1.	Unpaid rent	\$1,750.00
2.	Unpaid utilities	\$84.54
3.	Replace carpet	\$630.00
4.	Clean carpet	\$168.00
5.	Garbage removal	\$20.00
6.	Filing fee	\$100.00
	Total	\$2,752.54

The landlord testified that the bedroom carpet was damaged beyond repair and that she had no choice but to replace the carpet. The landlord has filed copies of invoices to support the cost she incurred to replace the bedroom carpet and have carpet in the other areas professionally cleaned. The landlord had the garbage removed and is claiming the cost of doing so.

The landlord also filed photographs that clearly support the landlord's testimony of the condition the rental unit was left in by the tenant, at the end of tenancy.

Analysis

Based on the sworn testimony of the landlord, the documents filed into evidence and in the absence of evidence to the contrary, I accept the landlord's testimony in support of her claim. I find that the landlord has provided sufficient documentation by way of invoices and photographs to support her monetary claim and therefore I grant the landlord her entire claim. Since the landlord has proven her claim she is also entitled to the recovery of the filing fee.

The landlord has established a claim in the amount of \$2,752.54. I order that the landlord retain the security deposit of \$550.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$2,202.54. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order of **\$2,204.54**.

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: September 14, 2018

Residential Tenancy Branch