



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNR, FF

Introduction

The landlord applies for a monetary award for unpaid rent and for the cost of cleaning and repair to the premises after the tenant vacated.

The respondent tenant did not attend the hearing within ten minutes after its scheduled start time at 1:30 p.m. on January 25, 2019. The teleconference hearing connection remained open during that time in order to enable the parties to call into the teleconference hearing. The call-in numbers and participant codes provided in the Notice of Hearing were confirmed as correct. The teleconference system audio console confirmed that the landlord, his son and this arbitrator were the only ones who had called into this teleconference during that period.

Mr. R.R. testifies that he personally served the tenant with the Notice of Dispute Resolution Proceeding personally on the tenant at the tenant's business. The tenant has filed material in response to the application. On this evidence I find that the tenant has been duly served.

Mr. R.R. reviewed the ten cleaning and repair items claimed in the monetary order worksheet filed in this matter and referred to photographs of the premises filed by the landlord. On this evidence I award the landlord \$3208.04, as claimed.

The landlord also claims for unpaid May and August 2018 rent. The undisputed evidence shows that though the tenant paid the landlord \$1850.00 for May 2018 rent by cheque, the cheque was later reversed by the bank, costing the landlord not only the \$1850.00 rent but also a \$30.00 bank charge. As well, the tenant vacated the property on August 1, 2018 with only two days' verbal notice to the landlord and the landlord lost August rent as a result.

On this evidence I award the landlord \$3700.00 in rent, plus the \$30.00 bank charge, for a total of \$3730.00, as claimed.

The landlord's application appears to seek an additional \$500.00 for his time in dealing with "the contractor." No testimony about this was given and no document was referred to about this item of the claim. I dismiss this item of the claim.

The landlord is entitled to a monetary award of \$6938.04 plus recovery of the \$100.00 filing fee. I authorize the landlord to retain the \$925.00 security deposit he holds, in reduction of the amount awarded. The landlord will have a monetary order against the tenant for the remainder of \$6113.04.

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: January 25, 2019

Residential Tenancy Branch