

Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WEIDNER INVESTMENTS and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, FF

<u>Introduction</u>

The landlord applies for a monetary award for unpaid rent and for damage repair and cleaning costs after the end of the tenancy.

Neither respondent tenant attended the hearing within twenty minutes after its scheduled start time at 1:30 p.m. on June 20, 2019. The teleconference hearing connection remained open during that time 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 at the that the landlord's representative Ms. R.B. and this arbitrator were the only ones who had called into this teleconference during that period.

Ms. R.B. claims that the tenants had separated end of the tenancy and that Ms. P. provided a forwarding address in writing for her new accommodation in Alberta but Mr. P. did not provide a forwarding address.

Ms. R.B. indicates that the Notice of Dispute Resolution Proceeding was sent to Mr. P. by registered mail to the rental unit address and was returned unclaimed. She says that the Notice was sent to Ms. P. by registered mail (tracking number shown on cover page of this decision) to the forwarding address she had provided. Canada Post records show that the mail was delivered on and signed for by Ms. P. on April 9, 2019.

I find that the respondent tenant Mr. P. has not been served with the application. I find that the respondent tenant Ms. P. has been served in accordance the *Residential Tenancy Act*.

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Ms. R.B. for the landlord testifies that the interior doors and blinds in the rental unit were significantly damaged and needed to be replaced. I award the landlord \$120.00 and \$75.00 respectively for the replacement cost of these items, as claimed.

On the evidence of Ms. R.B. I am satisfied that the tenants left considerable furniture, belongings and garbage at the rental unit. I award the landlord \$263.00 for professional carpet cleaning, \$320.00 for house cleaning and \$210.00 for junk removal and disposal.

I award the landlord \$75.00 for rekeying costs as the tenants failed to return the keys.

I award the landlord \$923.71 for the \$995.00 unpaid rent for the last month, less a small credit owing to the tenants.

In total I award the landlord the amount of \$1986.71 plus recovery of the \$100.00 filing fee for this application. I authorize the landlord to retain the \$497.50 security deposit it holds, in reduction of the amount awarded.

The landlord will have a monetary order for the remainder of \$1589.21. The monetary order will be against the tenant Ms. M.P. only.

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 20, 2019	
	Residential Tenancy Branch