



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS  
LTD and [tenant name suppressed to protect privacy]

## **DECISION**

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

### **Introduction**

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

The landlord testified that she served the tenant with the notice of hearing on May 21, 2020, by registered mail, to the address provided by the tenant's representative, who had contacted the landlord on behalf of the tenant. The tenant was moved to a care home. The landlord testified that she tracked the package and it was picked up by the tenant's representative.

Despite having been served the notice of hearing, neither the tenant nor the tenant's representative attended 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, cost of cleaning and repairs and the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The landlord testified that the tenancy started on August 01, 1995 and ended on or about April 30, 2020. The monthly rent was \$1,095.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$400.00.

The landlord stated that the tenant failed to pay rent on April 01, 2020 and moved out sometime during that month without informing the landlord. The landlord carried out a move out inspection and filed photographs of the condition of the unit. The photographs support the testimony of the landlord that the unit was left in a dirty condition littered with the tenant's unwanted personal belongings.

The tenant's representative contacted the landlord and the parties came to an agreement regarding the disposal of the tenant's belongings. The landlord agreed to keep the deposit in full and final settlement of the costs incurred to restore the unit to a rentable condition and to waive the unpaid rent.

Shortly after, the tenant's representative contacted the landlord with a request for the return of the deposit and provided a forwarding address for the tenant. The landlord made this application and has applied for a monetary order to recover unpaid rent, for the cost of cleaning, removal of the tenant's belongings, replacement of drapes and for the recovery of the filing fee.

The landlord has filed photographs and invoices to support her claim.

The landlord has applied for the following:

1.	Unpaid rent +\$25.00 late fee	\$1,115.00
2.	Garbage and Furniture removal	\$708.75
3.	Cleaning	\$288.00
4.	Drapes	\$150.00
5.	Carpet cleaning	\$131.25
6.	Filing fee	\$100.00
	Total	<b>\$2,493.00</b>

### **Analysis**

Based on the sworn testimony and documents filed into evidence by the landlord and in the absence of evidence to the contrary, I accept the testimony of the landlord.

I find that the tenant did not pay rent for April 2020 and moved out leaving the rental unit in an unclean condition that required garbage and furniture removal. Accordingly, I find that the landlord is entitled to rent plus late fee in the amount of \$1,115.00.

The landlord agreed to accept the security deposit of \$400.00 plus interest of \$73.18 in total satisfaction of the claims against items #2, #3, #4 and #5 of the above table, even though the total of the cost of these items exceeds \$473.18 (deposit plus interest).

Since the landlord has proven her case, she is also entitled to the recovery of the filing fee of \$100.00.

Overall the landlord has established a claim of \$1,215.00. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

The landlord may retain the security deposit plus accrued interest (\$473.18).

In addition, I grant the landlord a monetary order of **\$1,215.00**.

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 08, 2020

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Residential Tenancy Branch