



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNR, MNSD, 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, cost of cleaning 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 he served the tenant with the notice of hearing on April 08, 2020 by email after he was granted an order for substitute service of documents by email. The landlord filed proof of having sent the notice of hearing package by email. Despite having been served the notice of hearing, 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, cost of cleaning and for the recovery of the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The landlord testified that the tenancy started on March 15, 2017. The monthly rent was \$2,175.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$1,087.50.

The landlord stated that the tenant failed to pay rent on March 01, 2020 and he made several unsuccessful attempts to contact the tenant. The landlord posted a ten-day notice to end tenancy on the front door. The tenant did not dispute the notice and did not contact the landlord. The landlord posted a 24-hour notice to enter and entered the unit on March 18, 2020. The landlord testified that he found that the tenant had moved out and had left the unit in a dirty condition. The landlord testified that he continued to make attempts by email to contact the tenant but was unable to.

The tenant did not respond to the landlord's requests for an appointment to conduct a participate in a move out inspection. The landlord carried out the inspection on April 01, 2020 in the absence of the tenant. The report and photographs filed into evidence by the landlord indicate that the unit was left in a dirty condition. The landlord had the unit cleaned and is claiming the cost of doing so.

The landlord is claiming unpaid rent in the amount of \$2,175.00, cost of cleaning in the amount of \$367.50 and the filing fee of \$100.00. The landlord filed photographs and copies of a cleaning invoice and the move out inspection report to support his testimony.

### **Analysis**

Based on the sworn testimony of the landlord and in the absence of evidence to the contrary, I find that the tenant did not pay rent for March 2020 and moved out without informing the landlord. The photographs filed into evidence support the landlord's testimony that the unit was left in a dirty condition. Accordingly, I find that the landlord is entitled to unpaid rent (\$2,175.00) and the cost of cleaning (\$367.50). Since the landlord has proven his case, he is also entitled to the recovery of the filing fee of \$100.00.

Overall the landlord has established a claim of \$2,642.50 for unpaid rent, cleaning and the filing fee. I order that the landlord retain the security deposit of \$1,087.50 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 \$1,555.00. 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 **\$1,555.00**.

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: July 07, 2020

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Residential Tenancy Branch