



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Concert Realty Services 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 sections 67, 38 and 72 of the *Residential Tenancy Act*. The landlord applied for a monetary order for unpaid rent, for the cost of cleaning and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim.

The landlord sent a copy of her application and the notice of hearing to the tenant by registered mail on August 13, 2020, to the forwarding address provided by the tenant. The landlord filed a tracking number into evidence.

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, for the cost of cleaning and the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The landlord testified that the tenancy started on February 01, 2018 and ended on July 31, 2020. Prior to moving in the tenant paid a security deposit plus remote control deposit of \$1,025.00 which is currently held by the landlord.

The landlord testified that the tenant owed unpaid rent in the total amount of \$4,420.00 for the months of May to July 2020. On July 23, 2020 the landlord offered the tenant a repayment agreement, but he refused to sign it. On July 31, 2020, the parties carried out a move out inspection and the report was filed into evidence. The report and photographs show that the rental unit was in need of cleaning.

The landlord is claiming the following:

1.	Unpaid rent	\$4,420.00
2.	General cleaning	\$367.50
3.	Carpet cleaning	\$147.00
4.	Filing fee	\$100.00
	Total	<b>\$5,034.50</b>

### **Analysis**

Based on the undisputed testimony of the landlord and the photographs, move out inspection report, repayment agreement, rent ledger and invoices filed into evidence, I find that the landlord has proven her monetary claim.

The landlord has proven her claim and is therefore entitled to the recovery of the filing fee of \$100.00.

Overall, the landlord has established a claim of \$5,034.50. I order that the landlord retain the deposit of \$1,025.00 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 \$4,009.50. 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 for **\$4,009.50**.

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: November 26, 2020

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Residential Tenancy Branch