



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDL-S, MNCL-S, MNRL-S, FFL

### Introduction

The landlord applies for a monetary award for unpaid rent and for damage repair and cleaning costs.

The respondent tenant did not attend for the hearing within 25 minutes after its scheduled start time at 1:30 p.m. on January 19, 2021. 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's agent and this arbitrator were the only ones who had called into this teleconference during that period.

SG for the landlord showed that the tenant had provided a forwarding address in writing on the move-out condition report prepared at the end of this tenancy but that the tenant had moved from there to the address shown on the cover page of this decision. She had determined that move because the tenant has rented another rental unit managed by the company with which she is associated. She testifies that she served the tenant with the Notice of Dispute Resolution Proceeding at that new address by registered mail (Canada Post tracking number shown on cover page of this decision). Canada Post records confirm the mail was sent November 3.

SC also testified that she and a witness had attached a copy of the Notice of Dispute Resolution Proceeding to the tenant's door, but that is not an authorized method of service of such a Notice under s. 89 of the *Residential Tenancy Act* (the "RTA").

On this evidence I find that the tenant has been duly served with notice of this hearing by registered mail to an address at which he resides, in accordance with s. 89.

The landlord seeks to collect the balance owing and agreed to by the tenant in the move-out condition report prepared June 18, 2020. I have reviewed the document and SG has given testimony about the final cost of those items that had been marked as approximations in the report. The approximation of \$300.00 for suite cleaning actually cost \$233.35. The \$200.00 approximation for a damaged pet door actually cost \$89.59 and the \$400.00 approximation for yard work turned out to cost \$257.25.

I award the landlord the revised total of the authorized deductions in the amount of \$5687.22 less the \$1700.00 of deposit money the tenant had authorized the landlord to keep, leaving a balance due of \$3987.22.

I award the landlord \$3987.22 plus recovery of the \$100.00 filing fee for this application. The landlord will have a monetary order against the tenant in the amount of \$4087.22.

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 19, 2021

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Residential Tenancy Branch