



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NACEL PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNDC, MNR, MNSD, FF

Introduction

This hearing was scheduled to deal with a landlord's application for a Monetary Order for damage to the rental unit, damage or loss under the Act, regulations or tenancy agreement; unpaid rent; and, authorization to retain the security deposit. The tenant did not appear at the hearing. The landlord provided a copy of the registered mail envelope purportedly containing the hearing documents that were sent to the tenant on January 15, 2014, at his forwarding address. The registered mail was returned as unclaimed. The landlord testified that the forwarding address was provided by the tenant, in writing, on the tenant's notice to end tenancy and on the move-out inspection report. Section 90 of the Act deems a person to have received documents five days after mailing, even if the person refuses to pick up or accept the registered mail. I was satisfied the landlord served the tenant in a manner that complies with the Act and I continued to hear from the landlord without the tenant present.

At the outset of the hearing, I noted that I had received copies of cleaning invoices as evidence for this proceeding and the registered mail envelope sent to the tenant but that I had not been provided copies of the tenancy agreement or any other relevant documentation. The landlord's agent submitted that she sent in the cleaning invoices but the tenancy agreement and other documentation would have been sent to the Residential Tenancy Office by the company's head office. The landlord's agent could not provide any proof of service of the tenancy agreement upon the Branch at the time of the hearing. The landlord's agent was given the choice to either: withdraw the application without prejudice; obtain proof of service of the tenancy agreement from head office; or proceed with a limited claim for unpaid rent based upon verbal testimony and cleaning costs. The landlord's agent elected to proceed with a limited claim or unpaid rent and cleaning costs.

Issue(s) to be Decided

1. Is the landlord entitled to recover unpaid rent and cleaning costs from the tenant?
2. Is the landlord authorized to retain the security deposit?

Background and Evidence

The landlord's agent provided the following undisputed testimony:

- The fixed term tenancy commenced November 4, 2013 and was set to expire April 30, 2014.
- The tenant paid a security deposit of \$550.00 and was required to pay rent of \$1,100.00 on the 1st day of every month.
- The tenant did not pay rent for January 2014 and the landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent on January 2, 2014.
- On January 8, 2014 the tenant notified the landlord that he was moving out that same day.
- The landlord and the tenant participated in a move out inspection together but the tenant would not sign the move-out inspection report.
- The landlord re-rented the unit starting March 15, 2014.

The landlord applied for recovery of unpaid rent for the month of January 2014 in the amount of \$1,150.00; however, the landlord's agent testified that the monthly rent was only \$1,100.00.

The landlord also requested recovery of carpet cleaning costs of \$140.00 and cleaning charges of \$108.00. The landlord had receipts to substantiate both of these claims. The landlord's agent testified that despite the short tenancy the carpets were left stained, dirty and smelly. Also, the tenant did not clean the unit and a contract cleaner spent more than six hours cleaning the unit.

Analysis

Under the Act, a tenant is required to pay rent when due in accordance with their tenancy agreement. Based upon the undisputed evidence before me, I find the tenant was obligated to pay rent that was due on January 1, 2014 and his failure to do so entitles the landlord to recovery \$1,100.00 from the tenant for the month of January 2014. I award the landlord recovery of unpaid rent in the amount of \$1,100.00.

Under the Act, a tenant is required to leave a rental unit reasonably clean at the end of the tenancy. Based upon the undisputed evidence before me, I am satisfied the tenant

failed to leave the rental unit reasonably clean. I find the landlord has provided sufficient verification of the costs incurred to clean the rental unit after the tenant vacated. Therefore, I grant the landlord's request to recover carpet cleaning costs of \$140.00 and cleaning costs of \$108.00.

I authorize the landlord to retain the tenant's security deposit in partial satisfaction of the rent owed the landlord. I also award the landlord the filing fee paid for this application.

In light of the above, the landlord is provided a Monetary Order calculated as follows:

Rent: January 2014	\$1,100.00
Carpet cleaning	140.00
Cleaning	108.00
Filing fee	50.00
Less: security deposit	<u>(550.00)</u>
Monetary Order	\$ 848.00

To enforce the Monetary Order, the landlord must serve it upon the tenant and may file it in Provincial Court (Small Claims) to enforce it as an Order of the court.

Conclusion

The landlord has been authorized to retain the tenant's security deposit and has been provided a Monetary Order for the balance of \$848.00 to serve and enforce a necessary.

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: May 02, 2014

Residential Tenancy Branch

