



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Mainstreet Equity Corp.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

MND; MNDC; MNR; MNSD; FF

### **Introduction**

This is the Landlord's Application for Dispute Resolution seeking a monetary award for damages and unpaid rent; compensation for damage or loss; to apply the security deposit towards its monetary award; and to recover the cost of the filing fee from the Tenant.

The Landlord's agent BP attended the Hearing and gave affirmed testimony.

The matter was scheduled to be heard by teleconference on June 9, 2017, at 1:30 p.m. The teleconference remained open for 15 minutes, but the Tenant did not attend.

BP testified that the Landlord mailed its Notice of Hearing documents and documentary evidence on December 5, 2016, by registered mail, to the Tenant at her forwarding address. He testified that the Tenant's forwarding address was provided to the Landlord at the time the parties met for a condition inspection at the end of the tenancy. He stated that the Tenant refused to sign the condition inspection report. A copy of the report was provided in evidence. BP testified that additional documentary evidence was provided to the Tenant, by registered mail, on December 15, 2016 and May 11, 2017. Copies of the registered mail receipts and tracking numbers were provided in evidence.

Based on BP's affirmed testimony and the documentary evidence provided, I am satisfied that the Tenant was duly served in accordance with the provisions of the Act. The Hearing continued in the Tenant's absence.

### **Issue(s) to be Decided**

Is the Landlord entitled to a monetary award for cleaning the rental unit; repairs to the rental unit; unpaid rent; and late fees?

### **Background and Evidence**

BP gave the following testimony:

A copy of the tenancy agreement was provided in evidence. This tenancy began on December 1, 2015. Monthly rent was \$750.00, due on the first day of each month. The Tenant paid a security deposit in the amount of \$375.00. The Landlord was provided with an Order of Possession at a previous Hearing and the Tenant was evicted. The tenancy ended on November 23, 2016. The rental unit was re-rented on December 1, 2016.

The Tenant did not pay full rent for the month of November, 2016. The Landlord seeks a monetary award in the amount of \$375.00 for unpaid rent for November, 2016, together with late fees in the amount of \$25.00.

The Tenant did not clean the rental unit at the end of the tenancy and caused damage beyond normal wear and tear. BP stated that 6 hours of cleaning were required in order to bring the rental unit up to reasonable standards for the next tenant. The Landlord provided photographs, a copy of the condition inspection report and an accounting of the repairs and cleaning required. The Landlord seeks compensation in the amount of \$440.50 for cleaning and repairs.

### **Analysis**

Based on BP's undisputed, affirmed oral testimony and the documentary evidence provided, I find that the Landlord has established its monetary claim, calculated as follows:

Cleaning and repairs to rental unit	\$440.50
Outstanding rent for November, 2016	\$375.00
Late fees for November, 2016	<u>\$25.00</u>
TOTAL	<b>\$840.50</b>

The Landlord has been successful in its Application, and I find that it is entitled to recover the cost of the \$100.00 filing fee.

I order that the Landlord apply the security deposit towards its monetary award, and issue a Monetary Order, calculated as follows:

Monetary award	\$840.50
Recovery of filing fee	\$100.00
Less set-off of security deposit	<u>&lt;\$375.00&gt;</u>
MONETARY ORDER	<b>\$565.50</b>

### **Conclusion**

The Landlord is hereby provided with a Monetary Order in the amount of **\$565.50** for service upon the Tenant. This Order may be enforced in the Provincial Court of British Columbia (Small Claims Court).

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 11, 2017

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Residential Tenancy Branch