

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION

Dispute Codes: MNDC MNSD OPL FF

Introduction

This hearing dealt with an application by the landlord for an order of possession due to landlord's two (2) month notice to end tenancy for landlord's use for repair of the rental unit, requiring rental unit to be vacant. The effective date of the notice was December 1, 2008. The landlord is seeking a monetary order to recover costs associated with the tenant moving for which the tenant is responsible and to recovery of the filing fee associated with this application. In addition the landlord seeks an order to retain the security deposit in partial satisfaction of the monetary claim. Despite having been served with the application for dispute resolution and notice of hearing the tenant did not participate in the conference call hearing on this date.

As the tenant has vacated the rental unit, this decision will only deal with the monetary issues of the landlord's application.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on October 1, 2006. Rent was in the amount of \$700 per month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$350.

The landlord filed for dispute resolution requesting an order of possession on the basis that the tenant had not moved by the end of the 2 month notice period effective date of December 1, 2008 and the landlord was doubtful the tenant was moving. The tenant

eventually moved on December 9, 2008. There was no moving out condition inspection mutually conducted by the parties. The landlord testified he has had to do extensive cleaning and hauling of “eighty (80)” garbage bags of refuse left behind by the tenant for which he has had to pay \$100 dumping fees. The landlord stated that the balance of the unit’s poor condition is really not an issue as it is destined to be totally, “gutted and renovated”; and neither is the landlord seeking compensation for rent for the 9 days of December 2008.

Analysis

Based on the landlord’s testimony I find that the landlord has established a claim for \$100 in costs. The landlord is also entitled to recovery of the \$50.00 filing fee for a total entitlement of **\$150**.

Conclusion

I order that the landlord may retain **\$150** of the security deposit and interest of \$360.87 in satisfaction of the claim, and that the landlord forward the balance of **\$210.87** to the tenant forthwith.

Dated: December 19, 2008