



Dispute Resolution Services

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

DECISION AND REASONS

Dispute Codes: *MNR, MNSD, MND, FF*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for orders as follows:

- A monetary order for unpaid rent and for cleaning costs, pursuant to Section 67;
- An order to retain the security deposit plus interest pursuant to Section 38;
- An order to recover the filing fee pursuant to Section 72.

The landlord stated that the notice of hearing dated December 16, 2008 was served on the tenant on December 16, 2008, by registered mail. Despite having been served the notice of hearing, the tenant did not show up for the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions. On the basis of the solemnly affirmed evidence presented at the hearing, a decision has been reached.

Issues to be decided

- The tenant moved out on November 15, 2008 without paying rent for September, October and November 2008. Is the landlord entitled to a monetary order for unpaid rent and for cleaning costs?
- Is the landlord entitled to retain the security deposit in satisfaction of this claim?
- Is the landlord entitled to the recovery of the fee to file this application?

Background and Evidence

The landlord testified that the tenancy started on February 01, 2007 on a month to month basis. Prior to moving in, the tenant paid a security deposit of \$250.00. The monthly rent was set at \$475.00 due in advance on the first day of each month. The tenant failed to pay rent for September, October and November 2008.

On November 10, 2008, the landlord served the tenant with a ten day notice to end tenancy with an effective date of November 20, 2008. The tenant moved out on November 15, 2008 without informing the landlord. The tenant did not leave a

forwarding address and the landlord found out the tenant's current address, from the tenant's parent. The landlord stated that the tenant left the suite and the yard dirty and filled with garbage. The landlord has submitted into evidence receipts to verify the costs that the landlord incurred to restore the suite to a condition that it could be re rented.

The landlord is claiming the following:

1.	Rent for three months	\$1425.00
2.	Carpet cleaning	\$89.25
3.	Cleaning and garbage removal from inside suite	\$400.00
4.	Garbage removal from outside	\$200.00
5.	Filing fee	\$50.00
	Total	\$2164.25

Analysis

Based on the undisputed sworn testimony of the landlord I find that the landlord has established a claim for damages in the amount of \$2164.25, which is the amount the landlord is seeking on the application and includes the filing fee. I order that the landlord retain the security deposit and interest of \$257.63 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 \$1906.62. 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 in the amount of **\$1906.62**

Dated February 09, 2009.

Dispute Resolution Officer