

# Dispute Resolution Services

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

## **DECISION AND REASONS**

**Dispute Codes:** OPR, MNR, MNSD, MNDC, FF.

### **Introduction**

- This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for orders as follows:
- An order of possession pursuant to Section 55;
- A monetary order to recover unpaid rent pursuant to Section 67;
- An order to retain the security deposit plus interest pursuant to Section 38;
- An order to recover the cost of filing the Application for Arbitration pursuant to Section 72.

The notice of hearing dated January 30, 2009 was served to the tenant on January 30, 2009 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.

At the start of the hearing, the landlord stated that the tenant had moved out on February 26, 2009 and hence the landlord withdrew the landlord's application for an order of possession. The tenant did not leave a forwarding address.

### **Issues to be decided**

- Is the landlord entitled to a monetary order to recover unpaid rent, the filing fee and to retain the security deposit in satisfaction of this claim?

### **Background and Evidence**

The landlord testified that the tenancy started on May 01, 2004 and prior to moving in, the tenant paid a security deposit of \$325.00. The monthly rent was set at \$680.00 due in advance on the first day of the month. In May 2008, the tenant paid partial rent and owed \$230.00. From then on the tenant did not pay rent.

The landlord served the tenant notices to end tenancy, but did not enforce the notice due to the tenant's promises to pay. The landlord stated that the tenant was a contractor and would show the landlord contracts that the tenant was working on, worth huge sums of money and would always promise to pay. The tenant moved out on February 26, 2009 and hence owes rent in the amount of \$6,350.00. The landlord stated that the tenant left behind a lot of furniture and garbage. The landlord is claiming the cost of cleaning in the amount of \$250.00 and the filing fee of \$100.00 for a total of 6,700.00

### **Analysis**

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of the claim. I find that the landlord is entitled to rent owed in the amount of \$6,350.00. I also find that the landlord is entitled to the cost of cleaning in the amount of \$250.00 and the filing fee of \$100.00, for a total of \$6,700.00. I order that the landlord retain the security deposit and interest of \$336.51 in partial satisfaction of the landlord's claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$6363.49. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

The landlord is granted a monetary order in the amount of **\$6363.49**.

Dated March 13, 2009.

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Dispute Resolution Officer