



# Dispute Resolution Services

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

## Decision

Dispute Codes: MNR, MNDC, MNSD, FF, O

## Introduction

This matter dealt with an application by the Landlord for A Monetary Order for unpaid rent and utilities, for compensation for damage or loss under the Act or tenancy agreement and to recover the filing fee for this proceeding. The Landlord also applied to keep all or part of a security deposit.

The Landlord said he served the Tenant in person at her workplace on or about February 5, 2009 with a copy of the Application and Notice of Hearing in this matter. The Landlord said the Tenant moved out without giving him a forwarding address. Although the Tenant was not properly served under s. 89 of the Act, I find pursuant to s. 71(2)(c) that she was sufficiently served for the purposes of the Act and the hearing proceeded in the Tenant's absence.

## Issue(s) to be Decided

1. Are there arrears of rent and utilities and if so, how much?
2. Is the Landlord entitled to compensation for damages and if so, how much?
3. Is the Landlord entitled to keep all or part of the Tenant's security deposit?

## Background and Evidence

This tenancy started on October 1, 2008 and ended on January 10, 2009. Rent was \$575.00 per month payable on the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$287.50 on or about October 21, 2008. The Landlord said the Tenant did not pay December 2008 rent and as a result he served her on December 31, 2008 with a Notice to End Tenancy for Unpaid Rent and Utilities. The Landlord claimed that December rent is still unpaid and that he was unable to re-rent the rental unit until March 1, 2009.

The Landlord also claimed that the Tenant left the rental unit unclean at the end of the tenancy and did not return her keys to the rental unit. As a result, the Landlord claimed

he incurred expenses for carpet cleaning and will incur an expense to re-key the lock to the rental unit.

#### Analysis

In the absence of any evidence from the Tenant, I find that the Landlord is entitled to recover December 2008 rent arrears of \$575.00 and a loss of rental income for January, 2009 in the amount of \$575.00. I also find that the Landlord is entitled to recover carpet cleaning expenses of \$99.75 and a re-keying expense of \$28.00. As the Landlord has been successful in this matter, he is also entitled to recover his \$50.00 filing fee for this proceeding.

I order the Landlord pursuant to s. 38(4) of the Act to keep the Tenant's security deposit in partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as follows:

December 2008 rent:	\$575.00
January 2009 Loss of rent:	\$575.00
Carpet Cleaning:	\$99.75
Re-keying lock:	\$28.00
Filing fee:	<u>\$50.00</u>
Subtotal:	\$1,327.75
Less: Security deposit:	(\$287.50)
Accrued interest:	<u>(\$0.85)</u>
Balance Owing:	\$1,039.40

#### Conclusion

A Monetary order in the amount of **\$1,039.40** has been issued to the Landlord and a copy of it must be served on the Tenant. If the amount of the order is not paid by the Tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an order of that court.