

DECISION AND REASONS

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

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent, costs to clean and repair the unit and the filing fee. The landlord also applied to retain the security deposit.

The landlord testified that he served the notice of hearing on the tenant by registered mail to her forwarding address. The landlord provided a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid rent, cleaning and repair costs and for the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on January 01, 2009. Prior to moving in, the tenant paid a security deposit of \$725.00. The monthly rent was \$1,450.00 payable on the first day of each month. The cost of utilities was not included in the rent.

The landlord had made application for and was granted an order of possession in May 2009. The tenant moved out in the first week of June without cleaning the apartment. In addition, the tenant caused some damage to the interior doors. The landlord has filed photographs that document the damage and invoices for repair and cleaning.

The landlord stated that the tenant did not pay her Hydro bill through the tenancy and owes \$427.59 in overdue payments and has filed evidence to support his claim.

The landlord is claiming the following:

1.	Rent for June 2009	\$1,450.00
2.	Repairs	\$367.50
3.	Cleaning	\$325.00

4.	Utilities	\$427.59
5.	Parking Pass	\$50.00
6.	Postage	\$8.44
7.	Filing fee	\$50.00
	Total	\$2,678.53

Analysis

Based on the undisputed evidence of the landlord, I find that he is entitled to rent for June 2009. The landlord has also established his claim for repairs, cleaning and utilities. The landlord has not filed any evidence to support his claim of \$50.00 for a parking pass and therefore this claim is dismissed.

Section 72 of the *Act* addresses fees and monetary orders. With the exception of the filing fee for an application for dispute resolution, the *Act* does not provide for the award of costs associated with litigation to either party to a dispute. Accordingly, the landlord is entitled to the filing fee and his claim for mailing costs is dismissed.

Overall, the landlord has established a claim for \$2620.09. I order that the landlord retain the security deposit of \$725.00 and accrued interest of \$0.42 in satisfaction of the claim and accordingly, I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$1,894.67. 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 **\$1,894.67**.

Dated November 09, 2009.
