

Decision

Dispute Codes: MNR, MND, MNSD, FF

Introduction

This hearing dealt with an application from the landlord for a monetary order as compensation for unpaid rent, compensation for damage to the unit, retention of the security deposit, and recovery of the filing fee. The landlord's agent participated in the hearing and gave affirmed testimony. Despite being served by way of registered mail with the application for dispute resolution and notice of hearing, the tenant did not appear.

Issues to be decided

- Whether the landlord is entitled to any or all of the above under the Act

Background and Evidence

Pursuant to a written residential tenancy agreement, the original term of tenancy was from March 1, 2003 to the end of February 2004. Thereafter, tenancy continued on a month-to-month basis. Rent in the amount of \$1,125.00 (including \$50.00 for parking) was payable in advance on the first day of each month. A security deposit of \$477.50 was collected on January 25, 2003.

Arising from rent which was unpaid when due on July 1, 2009, the landlord issued a 10 day notice to end tenancy for unpaid rent dated July 27, 2009. The notice was served by posting on the tenant's door on that same date. A copy of the notice was submitted into evidence. Subsequently, the tenant made no payment toward rent and vacated the unit sometime around the end of July 2009. The tenant informed the landlord that mail could be sent to him in care of an address he provided for his girlfriend.

Analysis

Based on the documentary evidence and undisputed testimony of the landlord's agent, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated July 27, 2009. The tenant did not pay the outstanding rent within 5 days of receiving the notice, did not apply to dispute the notice, and vacated the unit around the end of July 2009. The tenant failed to respond to a letter from the landlord dated August 6, 2009, in which the landlord requested that the tenant participate in the "move out procedure." In the result, a move-out condition inspection and report were completed without the tenant's participation.

As for the monetary order, I find that the landlord has established a claim of \$2,423.00. This is comprised of \$1,125.00 in unpaid rent for July 2009, \$150.00 for carpet cleaning, \$440.00 for general cleaning and garbage removal, \$308.00 for cleaning and replacement of blinds, \$350.00 for repair and painting of holes, in addition to the \$50.00 filing fee. I order that the landlord retain the security deposit of \$447.50 plus interest of \$16.89, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$1,928.61 (\$2,423.00 - \$494.39).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of **\$1,928.61**. This order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: December 4, 2009

Dispute Resolution Officer