

DECISION AND REASONS

Dispute Codes: MNR, MND, MNSD, 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 for cleaning and repairs to the rental unit and the filing fee. The landlord also applied to retain the security deposit.

The landlord served the notice of hearing by registered mail to the address provided by the tenant. The landlord filed tracking numbers. 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 May 05, 2009 for a fixed term of one year. The rent was \$750.00 due on the first of each month. The tenant paid a security deposit of \$375.00. On August 06, 2009, the tenants moved out without giving the landlord any notice. The landlord stated that the tenant left the unit in a messy condition and she has filed evidence of the expenses that she incurred for cleaning, repairs and garbage removal.

The landlord is claiming the following:

1.	Unpaid rent for August plus late fee of \$25.00	\$775.00
2.	Garbage Removal	\$260.00
3.	Carpet cleaning	\$175.00
4.	Cleaning of drapes	\$60.00
5.	Repair to Bathroom door	\$80.00
6.	Filing fee	\$50.00
	Total	\$1,400.00

Analysis

Section 45 of the *Residential Tenancy Act* states that a tenant may end a tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than

one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable.

In this case the tenant moved out on August 06, 2009, without giving the landlord any notice to end the tenancy. In absence of evidence to the contrary, I find that the tenant owes the landlord \$775.00 for rent for August and the late fee.

Based on the verbal and documentary evidence filed by the landlord, I find that the landlord has established a claim for garbage removal, cleaning carpets and drapes and repairs to the door. Since the landlord has proven her claim, I find that she is also entitled to the recovery of the filing fee.

Overall, the landlord has established a claim for \$1,400.00. I order that the landlord retain the security deposit of \$375.00 and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$1,025.00. 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 **\$1,025.00**

Dated December 01, 2009.
