

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution for a monetary order.

The hearing was conducted via teleconference and was attended by three agents representing the landlord. The tenant did not attend.

The landlord provided confirmation of the service of hearing documents to the tenant's residence and place of business. Documents submitted confirmed the tenant signed for the documents sent via registered mail to the home address. The landlord also submitted subsequent email correspondence from the tenant regarding the hearing.

I am satisfied the tenant was sufficiently served with notice of this hearing in accordance with the *Residential Tenancy Act (Act)*.

Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for damage to the rental unit; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted into evidence the following documents:

- A copy of a tenancy agreement signed by the parties on August 9, 2005 for a month to month tenancy beginning on September 1, 2005 for a monthly rent, at the end of the tenancy, of \$1,095.00 due on the 1st of the month, a security deposit of \$350.00 was paid on August 19, 2005;
- A copy of a letter to the tenant dated May 6, 2008 advising of his rent subsidy effective July 1, 2008 to June 30, 2009;
- A copy of a letter dated April 16, 2007 from the tenant's employer, confirming the tenant's employment at that time;
- A copy of the tenant's Application for Rent Subsidy dated March 25, 2008;
- A copy of a Condition Inspection Report completed on September 1, 2005 for the move in with the tenant and landlord both signing. The move out inspection results are completed but the move out signatures are incomplete;
- A copy of a "Security Deposit Return Form" dated July 4, 2008 outlining total charges for repair and cleaning estimated at \$2,248.25;

- A copy of the history of work and repairs completed on the rental unit dating from July 1, 1990 to current;
- A copy of a receipt for painting of the rental unit in the amount of \$1,417.50 including a handwritten calculation the landlord used to claim \$484.57 for painting, reduced based on the history of previous painting and applying only what was contributed to the tenant's obligations;
- A copy of a Paint Checklist/Request dated July 4, 2008 outlining the required repair and painting required in the rental unit;
- A copy of a receipt for cleaning window covering dated July 4, 2008 in the amount of \$134.66;
- A copy of a receipt for removal of furniture and trash dated July 4, 2008 in the amount of \$131.25; and
- A copy of the tenant's undated handwritten note returning all keys, apologizing for the mess and state he have moved back home to Calgary.

The landlord testified the tenant abandoned the rental unit on or before July 4, 2008 without leaving a forwarding address and that the move out inspection was completed without the tenant. The tenant did not provide any notice to end the tenancy.

The landlord further testified the rental unit was left in a mess that required the removal of some furniture and trash, including contents of the fridge. The landlord also stated that the amount of the claim in the application is less than the original document submitted showing charges against the security deposit because that document had been developed using estimates only but the application was based on actual costs.

Analysis

Section 45 of the Act requires a tenant to provide a landlord with one clear month's notice to end a tenancy, in the absence of any evidence or testimony from the tenant contrary to the landlord's testimony that compliant notice was not given, I find the tenant owes the landlord for rent for the month of July, 2008.

In the absence of any evidence or testimony from the tenant regarding the condition of the rental unit at the end of the tenancy or the landlord's claim for costs for cleaning, painting and repairs, I find the tenant owes the landlord for these costs as outlined in the landlord's application in the amount of \$950.48

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$2,095.48** comprised of \$1,095.00 rent owed \$950.48 for repairs and cleaning of the rental unit and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$362.39 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1733.09**. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 02, 2010.

Dispute Resolution Officer