

DECISION

Dispute Codes

MNSD, MNR, MNDC, FF

Introduction

This was an application by the landlord for a monetary order for unpaid rent and to retain the security deposit in partial satisfaction of the monetary claim.

The landlord participated in the hearing. The tenant did not attend although served with the application and Notice of Hearing sent by registered mail to the tenant's forwarding address in compliance with Section 89 of the Residential Tenancy Act (the Act).

Issue(s) to be Decided

Is the landlord entitled to a monetary order in the amount claimed?

Background and Evidence

The undisputed testimony of the landlord is that the tenancy started August 05, 2009. The tenant gave a Notice to End dated November 01, 2009 (that they would vacate on November 30, 2009) which the landlord claims they received November 05, 2009 when the landlord collected the rent. The tenancy ended when the tenant vacated on December 05, 2009. Rent was \$1750 per month payable on the first day of the month. At the outset of the tenancy the landlord collected a security deposit in the amount of \$875 on July 21, 2009.

The landlord is claiming rent for the month of December 2009 in the amount of **\$1750** as the tenant vacated on December 05 2009 and the landlord claims that therefore they could not rent it for the month of December 2009. The landlord testified they did not have a new tenant available for December 01, 2009, and were only able to re-rent it for February 2010.

The landlord is claiming unpaid utilities totalling **\$898.02** as per tenancy agreement, for:

<i>Hydro to December 05, 2009</i>	\$501.90
<i>upgraded portion(only) for cable service,</i>	\$ 94.80
<i>cancellation charge for cable service,</i>	\$ 10.00

sewer and water to December 05, 2009, \$ 292.32

The landlord further claims that on vacating the rental unit the tenants left it unclean, for which the landlord claims **\$197** for cleaning the unit.

The landlord's claim for hydro usage of \$94.50 to the end of December 2009 is **dismissed** without leave to reapply.

Analysis

I accept the landlord's undisputed testimony and supporting evidence submitted as establishing that he incurred the amounts claimed for unpaid utilities and for cleaning of the rental unit totalling **\$1095.02**.

I accept the landlord is entitled to compensation for unpaid rent in the amount of **\$1750**.

The landlord is entitled to recover the **\$50** filing fee paid for his application for a total award of **\$2895.02**.

Conclusion

I grant the landlord a Monetary Order under section 67 in the amount of **\$2895.02**. If necessary, this order may be registered in the Small Claims Court 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*.