

## **DECISION**

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

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for the cost of replacing a stove, cleaning, unpaid rent and utilities and the filing fee. The landlord applied to retain the security deposit in partial satisfaction of his claim.

The landlord testified that the tenant moved out without paying rent for January 2010 and without any notice. After he moved out, the tenant mailed a rent cheque for January by Xpress Post. The landlord filed a copy of the envelope which provided the address of the sender. The landlord also visited the address and filed a photograph of the home depicting the house number and a vehicle that the landlord stated belonged to the tenant. The landlord served the notice of hearing to the tenant at this address by registered mail.

At the hearing, the landlord provided affirmed testimony and evidence in the form of a tracking number. The landlord testified that that the mail was unclaimed by the recipient. I find that the tenant was properly served with the documents in accordance with section 89 of the *Residential Tenancy Act*. I also find that by his decision to not collect the registered mail, the tenant chose not to participate in the hearing. Accordingly, the hearing continued in the absence of the tenant. 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 the cost of replacing the stove, cleaning, unpaid rent and utilities and the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The landlord testified that the tenancy started on March 01, 2009 for a fixed term of one year ending on February 28, 2010. Prior to moving in, the tenant paid a security deposit

of \$850.00. The monthly rent was \$1,700.00 payable on the first day of each month and did not include utilities.

The landlord testified that the tenant failed to pay rent for January 2010 and moved out on January 31, 2010 without notice. The landlord filed copies of correspondence between the two parties regarding an invitation to conduct a move out inspection. The tenant replied stating that he would not be attending the inspection. The landlord conducted the move out inspection and completed the report. The unit was found in a dirty condition and the newly installed stove was damaged beyond repair. The landlord had to get the carpets cleaned professionally and the garbage removed. The landlord also stated that the tenant failed to pay the utility bills.

The landlord stated that it took approximately two weeks to get the unit ready to be re-rented and despite advertising for a tenant, the unit remained vacant for the month of February resulting in a loss of income to the landlord.

The landlord is claiming the following:

1.	Loss of income for February	\$1,700.00
2.	Hydro and gas	\$609.67
3.	Replacement of the stove	\$995.68
4.	Carpet cleaning	\$299.25
5.	Garbage Removal	\$186.38
6.	Power washer rental	\$78.41
7.	Filing fee	\$50.00
	<b>Total</b>	<b>\$3,919.39</b>

The landlord has filed evidence to support the above claim. The evidence includes a copy of the tenancy agreement, move in and move out inspection reports, invoices and photographs.

### **Analysis**

Based on the documentary and oral evidence of the landlord and in the absence of any contradictory evidence from the tenant, I find that the tenant moved out without notice and is therefore liable for rent for February. The tenant must also pay the outstanding utilities as per the invoices filed by the landlord. The evidence indicates that the tenant caused damage to the stove and failed to clean the unit prior to moving out. I find that the landlord is entitled to the cost of replacing the stove as it was installed just prior to the start of the tenancy. The landlord is also entitled to the cost of carpet cleaning, power washer rental and garbage removal. Since the landlord has proven his case, he is entitled to the filing fee of \$50.00.

Overall the landlord has established a claim in the amount of \$3,919.39. I order that the landlord retain the security deposit of \$850.00 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 \$3,069.39. 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 **\$3,069.39**.

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: July 02, 2010.

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Dispute Resolution Officer