

## **DECISION**

Dispute Codes      MND, MNR, MNSD, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for unpaid rent and for damage to the unit, site or property pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. The parties agreed that the landlord handed the tenant a copy of his application for dispute resolution on May 18, 2010. I am satisfied that the landlord served this document in accordance with the *Act*.

### Issues(s) to be Decided

Is the landlord entitled to a monetary Order for unpaid rent and damage to the rental premises during this tenancy? Is the landlord entitled to retain all or a portion of the tenant's security deposit? Is the landlord entitled to recover his filing fee?

### Background and Evidence

This periodic tenancy commenced on January 1, 2008. Rent was set at \$750.00 per month, payable on the first of each month. The landlord testified that he continues to hold the tenant's \$375.00 security deposit plus interest.

The landlord testified that the tenant did not provide written notice when he left this tenancy. The landlord requested \$750.00 in unpaid rent for April 2010. The landlord said that the tenant left the premises in May 2010. The tenant testified that he left the rental premises in late March 2010, leaving another person in occupancy of this rental

unit. The landlord asked for permission to keep the tenant's security deposit of \$345.00 to look after the unpaid rent, \$75.00 in cleaning required, and \$100.00 to remove furniture and take material to the dump. In total, he asked for \$520.00 plus his filing fee. He said that the person who occupied the premises after the tenant left did pay him \$200.00 during April 2010 for some other damage caused to the premises.

The tenant confirmed that he did not pay any rent for April 2010, and that he left without providing notice that he was ending this tenancy. He said that he did so because the landlord was not doing anything to resolve his concerns about the noise from the rental unit above him. He said that he did not do much cleaning at the end of the tenancy, and did not dispute the landlord's claim for cleaning costs and the cost of removing furniture and other material to the dump.

### Analysis

Based on the evidence presented, I grant the landlord a monetary award of \$750.00 for unpaid rent, \$75.00 for carpet cleaning and \$100.00 to remove materials to the dump. I allow the landlord to retain the tenant's security deposit plus interest in partial satisfaction of this award. As the landlord has been successful in his application, I allow him to recover his filing fee from the tenant.

### Conclusion

I grant a monetary Order in the landlord's favour in the following terms:

<b>Item</b>	<b>Amount</b>
Unpaid April 2010 Rent	\$750.00
Carpet Cleaning	75.00
Removal of Materials to the Dump	100.00
Less Security Deposit (\$375.00 + 5.62 = \$380.62)	-380.62
Recovery of Filing Fee for this application	50.00
<b>Total Monetary Order</b>	<b>\$594.38</b>

The landlord is provided with these Orders in the above terms and the tenant must be served with a copy of these Orders as soon as possible. Should the tenant fail to

comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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*.