



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

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

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent, over holding charges, cleaning and repair costs, liquidated damages and the filing fee. The landlord applied to retain the security deposit in partial satisfaction of his claim.

The landlord testified that he served the notice of hearing by registered mail to the tenant, at the forwarding address provided by the tenant. The landlord filed a tracking number. 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 costs, liquidated damages, over holding fees and the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on February 01, 2006 for a fixed term of one year. At the end of the fixed term, the tenancy continued as a month to month tenancy. The monthly rent was \$1,018.00 payable on the first of the month. Prior to moving in, the tenant paid a security deposit of \$442.50. On May 06, 2010 the tenant gave the landlord written notice to end tenancy effective May 31, 2010. This note also contained the tenant's forwarding address.

The tenant moved out at 7:00 p.m. instead of 1:00p.m.on the last day of the tenancy. The landlord stated that he had made arrangements for the painting work to start but the work was unable to start, as the tenant had not moved out in time. He is claiming \$75.00 as over holding charges.

The landlord is also claiming \$80.00 for cleaning, \$350.00 for painting, \$112.00 for repairs and \$75.00 for key replacement. The landlord has not filed any evidence to support his claim for the above items.

The landlord withdrew his claim for liquidated damages as the tenant was not in a fixed term tenancy at the time the tenancy ended.

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 did not pay rent for May and therefore owes the landlord \$1018.00.

The landlord did not file any evidence to indicate that he incurred a loss of \$75.00 due to the extended stay of six hours by the tenant. While the tenancy ended at 1:00 p.m., and the tenant did not move out until 7:00p.m., the landlord has not demonstrated that he incurred any out of pocket expenses due to this delay. Therefore the landlord's claim for \$75.00 is dismissed.

The landlord also did not file any evidence to support his claim for cleaning, painting and repair. Therefore his claim for these items is dismissed.

Overall the landlord has established a claim for unpaid rent in the amount of \$1,018.00. I also find that the landlord is entitled to the filing fee of \$50.00.

I order that the landlord retain the security deposit of \$442.50 and accrued interest of \$15.62 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 \$609.88. 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 **\$609.88**.

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: October 21, 2010.

Dispute Resolution Officer