



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC, MND, MNR, MNSD, FF

Introduction

A substantial amount of documentary evidence and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The respondent was served with notice of the hearing by registered mail that was mailed to his present address on July 6, 2010, but did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for a monetary order for \$2229.40 and a request that the tenant bear the \$50.00 cost of the filing fee that was paid for the application for dispute resolution. The applicant is also requesting an order to keep the security deposit towards this claim.

Background and Evidence

The applicant testified that:

- The tenant was in the fixed term tenancy that did not expire until September 30, 2010.
- The tenant failed to pay the January 2010 rent, and vacated around the January 12, 2010 after receiving a 10 day Notice to End Tenancy.
- The tenant left the rental unit in a very dirty condition and as a result the unit had to be cleaned and the carpets had to be cleaned.

- At the end of the tenancy the landlords found all the drapes in the rental unit missing. These drapes had been replaced one year prior.
- The tenant failed to return any of the keys to the rental unit when he vacated.
- The tenant left a large number of belongings behind that had to be hauled away and stored so that the unit could be re-rented.
- The tenant also failed to pay the January 2010 parking fee.

The applicant is therefore requesting an order as follows:

January 2010 rent	\$825.00
Cleaning of the suite	\$219.00
Carpet cleaning	\$84.00
Replace missing drapes	\$257.55
Rekey locks and replace keys	\$79.85
Hauling tenant's belongings	\$315.00
Storing tenant's belongings	\$84.00
Late rent fee	\$25.00
Parking fee for January 2010	\$15.00
Filing fee	\$50.00
Total	\$2279.40

Analysis

It is my decision that the landlord has established the full amount claimed against the tenant.

The tenant failed to pay the January 2010 rent thereby breaching the tenancy agreement and therefore the tenant is liable for the full January 2010 rent, the liquidated damages, the parking fee, and the late fee.



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The tenant also left the rental unit in an extremely dirty condition and therefore is liable for the cleaning costs and carpet cleaning costs.

The drapes were missing at the end of the tenancy and the tenant failed to return any of the keys and therefore I allow the claim for replacing the drapes, rekeying the locks, and replacing the keys.

The tenant also left a large number of items behind at the rental unit which the landlord had to remove and store and therefore it is also my finding that the tenant is liable for the cost of removal and storage of those items.

I also allow the landlords claim for the filing fee.

Conclusion

I allow the landlords full claim of \$2279.40. The landlord may therefore retain the full security deposit of \$412.50 and have issued an order for the tenant to pay \$1866.90 to the landlord.

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: November 18, 2010.

Dispute Resolution Officer