

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for damage to the unit, for unpaid rent or utilities, to keep all or part of the security deposit and recovery of the filing fee. The landlord participated in the conference call hearing but the tenants did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by registered mail. I found that the tenants had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence.

Issues to be Decided

Is the landlord entitled to any of the above under the Act.

Summary of Background and Evidence

This tenancy started May 28, 2010 with rent of \$700.00, the tenant paid a security deposit of \$350.00. On September 9, 2010 the landlord served the tenant with a 1 Month Notice to End Tenancy for Cause: the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord; seriously jeopardized the health or safety or lawful right of another occupant or the landlord; breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The landlord's agent testified that the tenant had previously been served with a 10 Day Notice to End Tenancy for Unpaid Rent and that the tenant had vacated the rental unit September 30, 2010 on that notice. The landlord's agent stated the tenant arranged for the move out inspection to be completed September 30 at 10:00AM, however upon arrival to the rental unit to complete the move out inspection, the landlord's agent discovered that the tenant had not completed vacated the rental unit and that the tenant was not ready to conduct the inspection.

The landlord's agent and tenant then agreed to meet between 12:30 and 12:45 that same day to complete the move out inspection. Upon arrival to the rental unit to complete the move out inspection, the landlord's agent discovered that the tenant had not completed vacated the rental unit and that the tenant was not ready to conduct the inspection.

The landlord's agent and tenant then agreed to meet at 4:00PM that same day to complete the move out inspection. Upon arrival to the rental unit to complete the move out inspection, the landlord's agent discovered that the tenant was not on the premises and had vacated the rental unit.

The landlord's agent stated that the tenant made no attempt to clean the unit and that the tenant left a substantial amount of trash in the unit. There was significant damage noted in the unit with burn marks and stains on the carpets, the kitchen window broken and the tenant neglected to leave the keys to the unit.

The landlord's agent stated that the tenant faxed his forwarding address for return of the security deposit to the rental office on October 18, 2010 and the landlord's agent made application to retain the security deposit on October 29, 2010.

The landlord's agent is seeking the following in costs:

Rent Loss October 2010	\$700.00
Rent Late Fee October 2010	\$30.00
Suite Cleaning Costs	\$110.00
Carpet Cleaning	\$106.40
Pet Damage (Pests)	\$60.00
Painting	\$150.00
Repair Broken Window	\$121.41
Lock & Key Replacement	\$60.00
Liquidated Damages	\$400.00
Garbage Dump Fee	\$45.00
Carpet Replacement Materials	\$566.60
Carpet Replacement Labour	\$896.00
RTB File 244015	\$50.00
RTB File 244023	\$50.00
Total	\$3345.41

Analysis

Based on the documentary evidence and undisputed testimony of the landlord, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for loss of rent, liquidated damages, cleaning/painting costs, damages, key replacement and trash fees.

I find that the landlord has established a claim for \$3245.01 in the above.

The landlord is also entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$3245.01 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$350.00 security deposit in partial satisfaction of the claim and I grant the landlord an monetary order under section 67 for the balance due of **\$3295.01** ($\$3245.01 + \$50.00 = \$3295.01 - \$350.00 = \2945.01)

A monetary order in the amount of **\$2945.01** has been issued to the landlord and a copy of it must be served on the tenant. If the amount is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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*.

Dated: January 6, 2011

Dispute Resolution Officer