



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes:

MNR, MND, MNSD, MNDC

Introduction

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67
2. An Monetary Order for compensation for damage and loss – Section 67
3. An Order to retain the security deposit - Section 38
4. An Monetary Order for damage – Section 67

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing and the ancillary evidence in this matter by registered mail sent February 01, 2011 in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord provided tracking information for the registered mail indicating it was received by the respondent(s)

The landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The landlord has provided evidence including the Tenancy Agreement, and other supporting documentation.

This tenancy ended on October 07, 2010 when the tenant abandoned the rental unit.

The undisputed evidence in this matter is as follows. Rent was payable at \$1200 per month plus utilities. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$600, which the landlord retains. At the end of the tenancy the landlord conducted a move out inspection on their own and noted some deficiencies and recorded them on a move out inspection record.

The landlord claims that upon abandoning the rental unit the tenant owed rental and utilities arrears and the current month's rent in the aggregate of \$2356.67.

In addition, the landlord claims remediation costs associated with cleaning and repairing the unit and compensation for purported missing items, as well as travel costs to attend to the unit – all in the aggregate of \$1053.33.

The landlord also claims the cost of a tracing service to locate the respondents – in the amount of \$309.12. The landlord's claims on application are as follows;

Item	support document	claim
Rent / utilities arrears	X	\$2356.67
Travel costs Sechelt > Vernon	X	\$167.66
Tracing service	X	\$309.12
Labour garbage removal		\$200.00
Cleaning supplies	X @ \$10.65	\$100.00
Labour – moving shed		\$100.00
Cleaning 17 hrs. X \$20		\$340.00
Labour hole repair / screen replacement		\$100.00
missing snow shovel / garbage can	X	\$45.67
Total Monetary claim on application		\$3719.12

Analysis

On preponderance of the evidence and on the balance of probabilities, I have reached a decision.

I find that as the tenants abandoned the rental unit the landlord is not required to make application to retain the security deposit. Section 38 states that if the tenant does not participate in the move out inspection according to Section 36(1), the landlord does not have to abide by Section 38(1). In this matter, the landlord is entitled to retain the security deposit.

In the absence of supporting evidence of materials for wall hole and screen replacement, I will only allow \$50 for labour in this regard. In the absence of supporting evidence in respect to cleaning supplies, I will allow an amount which has been supported by receipts and the balance is **dismissed**, without leave to reapply. The cost of the tracing service is not a compensable cost as this is a cost incurred to advance a claim (litigation cost), for which each party is responsible, and is therefore **dismissed**, without leave to reapply. Travel costs to the rental unit are the landlord's to bear and not a compensable cost and are therefore **dismissed**, without leave to reapply. As a result, I find that the landlord has established a monetary claim for the unpaid rent and utilities, labour and some materials to remediate the rental unit, and to replace two missing items in the sum of **\$2501.49**.

Calculation for Monetary Order / award

Rent / utilities arrears	\$2356.67
Labour garbage removal	\$200.00
Cleaning supplies	\$10.65
Labour – moving shed	\$100.00
Cleaning 17 hrs. X \$20	\$340.00
Labour hole repair / screen replacement	\$50.00
missing snow shovel / garbage can	\$45.67
Less security deposit and interest	-\$601.50
Total Monetary award	\$2501.49

Conclusion

I Order the landlord may retain the security deposit and interest in the amount of \$601.49, and **I grant** the landlord an order for the balance under Section 67 of the Act in the amount of **\$2501.49**. If necessary, this order may be filed in the Small Claims Court 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*.