



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNDC, MNR, MND, FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution for an Order for unpaid rent, a monetary order, and to recover the filing fee for the Application.

Although served with the Application for Dispute Resolution and Notice of Hearing on December 7, 2010, by registered mail, the Tenant did not appear.

The Landlord appeared, gave affirmed testimony and was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions to me.

Issue(s) to be Decided

Has the Tenant breached the *Residential Tenancy Act* (the "Act") or tenancy agreement, entitling the Landlord to an Order for monetary relief?

Background and Evidence

This tenancy ended on November 30, 2010, and a security deposit of \$287.50 was paid on March 1, 2007.

The Landlord's testimony demonstrated that the Tenant vacated the rental unit without proper notice and that due to this, he was entitled to loss of income for December 2010. Further the evidence and testimony indicates that the Tenant left some of her items in the rental unit, which caused the Landlord to incur a removal fee, and that the Tenant damaged the rental unit.

The Landlord claims the amount of \$790.00, which includes unpaid rent for December 2010, in the amount of \$640.00, hauling and dumping fees of \$50.00 and damage to the unit of \$100.00.

In support of his application, the Landlord submitted a statement outlining the claim, the tenancy agreement, photographs of the rental unit, and a hauling/recycling receipt.

The Tenant did not attend the hearing, but submitted evidence, admitting that she did give improper notice of her moving out and that left some items in the rental unit requiring removal. The Tenant denied damaging the rental unit.

Upon inquiry, the Landlord waived his claim for damage to the rental unit.

Analysis

Based on the testimony, evidence, and a balance of probabilities, I find as follows:

The Tenant submitted a statement agreeing that she gave insufficient notice to end the tenancy and therefore I find the Landlord has established a monetary claim in the amount of **\$640.00**.

The Tenant through her submissions acknowledged that she left some items in the rental unit requiring removal. However, the Landlord claimed the amount of \$50.00, but submitted a receipt for \$18.48. Therefore I find the Landlord has established a monetary claim in the amount of **\$18.48** for hauling and dumping fees.

I **dismiss** the Landlord's claim for \$100.00 for damage to the rental unit in light of the Landlord's waiver of the claim.

Through the testimony and evidence, I find that the Landlord has established a total monetary claim of **\$708.48** comprised of the loss of one month's rent of \$640.00 for December 2010, \$18.48 for hauling and dumping fee and the \$50.00 fee paid by the Landlord for this application.

I **order** that the Landlord retain the security deposit and interest of **\$295.49** in partial satisfaction of the claim and I **grant** the Landlord an order under section 67 for the balance due of **\$412.99**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order in the amount of **\$412.99**.

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: April 05, 2011.

Residential Tenancy Branch