



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession for unpaid rent, a monetary order for unpaid rent, 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 tenant did not. The landlord presented evidence that the tenant was served with the application for dispute resolution and notice of hearing by registered mail. I found that the tenant 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.

Issue(s) to be Decided

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

Background and Evidence

This 1 year fixed term tenancy began July 2, 2010 with monthly rent of \$850.00 and the tenant paid a security deposit of \$425.00. On May 2, 2011 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent.

The landlord testified that after providing 24 hours written notice that the landlord entered the tenant's rental unit the week of June 19th only to find that the tenant had completely vacated the rental unit. The tenant did not provide the landlord with a forwarding address, did not attend a move out inspection and did not return the remotes for the garage door.

The landlord stated at the time of vacating the tenant owed the landlord \$850.00 rent and \$25.00 parking for both May and June 2011 for a total of \$1750.00 owed to the landlord. The landlord also seeks to keep the \$60.00 deposit for the garage remote control as the tenant did not return it to the landlord.

As the tenant has vacated the rental unit the landlord no longer requires an order of possession for the rental unit and this portion of the landlord's application is hereby dismissed.

The landlord is seeking \$1810.00 compensation for unpaid rent and parking and replacement of the garage remote control.

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 unpaid rent, parking and replacement of the garage remote control. The tenant vacated the rental unit with rent owed to the landlord and did not return the garage door remote control to the landlord.

I find that the landlord has established a claim for \$1810.00 in unpaid rent, parking and loss.

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

Conclusion

I find that the landlord has established a monetary claim for \$1810.00 in unpaid rent, parking and loss. 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 \$425.00 security deposit and \$60.00 remote control deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$1375.00**.

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: June 28, 2011.

Residential Tenancy Branch