



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, FF

### Introduction

This conference call hearing was convened in response to the landlord's application for an Order of Possession for unpaid rent; a Monetary Order for unpaid rent; and to recover the filing fee associated with this application.

The landlord participated in the hearing and provided affirmed testimony. She testified that she served the Notice of a Dispute Resolution Hearing by courier to the tenant's forwarding address in Saudi Arabia. The tenant did not participate and the hearing proceeded in the tenant's absence.

At the outset, the landlord stated that the tenants moved out of the rental unit on June 3rd, 2011. Therefore the landlord withdrew her application for an Order of Possession.

### Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

### Background and Evidence

The rental unit consists of an apartment in a multi-unit complex.

Pursuant to a written agreement, the tenancy started on May 1<sup>st</sup>, 2010. The rent of \$1043.46 is payable on the first of each month and the tenant paid a security deposit of \$510.00.

The landlord testified that on May 31<sup>st</sup>, 2011, the tenant told her that he was returning to Saudi Arabia, gave her half a month's rent for June and told her that she could keep the security deposit. The landlord said that the tenant moved out on June 3<sup>rd</sup>, and that he did not thoroughly clean the suite, leaving certain items and garbage behind.

The landlord updated her monetary claim as follows:

- Unpaid rent for June 2011:     \$ 521.73
- Carpet cleaning:                 \$ 100.00
- Suite cleaning:                 \$ 75.00
- Less security deposit:         \$ 510.00
- Sub-total:                       \$ 186.73

### Analysis

I accept the landlord's undisputed testimony that she served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the tenant knew, or ought to have had knowledge of the date scheduled for this hearing.

Section 45(1) of the Act states in part that a tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord received the notice.

Section 37 of the *Residential Tenancy Act* provides in part that upon vacating a rental unit, the tenant must leave the unit reasonably clean and undamaged, except for reasonable wear and tear.

On the landlord's undisputed testimony I find that the tenant left without giving proper notice, that he did not leave the unit as required under the Act, and that the landlord is entitled to a monetary order as claimed.

Conclusion

The landlord established a claim of \$696.73. I authorize the landlord to retain the tenant's \$510.00 security deposit for a balance owing of \$186.73. Since the landlord was successful, I award the landlord recovery of the \$50.00 filing fee and pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$236.73.

This Order may be registered 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*.

Dated: July 22, 2011.

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Residential Tenancy Branch