

## **DECISION**

Dispute Codes      OPR, MNR, MNDC

### **Introduction**

This is an application filed by the Landlord for an order of possession, a monetary order request for unpaid rent and money owed or compensation for damage or loss under the Act, regulation or tenancy agreement.

The Landlord attended the hearing by conference call. The Tenant did not attend.

At the beginning of the hearing, the Landlord stated that the Tenant moved out around January 15, 2010, but is unsure as they did not realize the Tenant had left until approximately 2-3 weeks later. The Landlord is withdrawing his application for an order of possession as it is not required.

### **Issue(s) to be Decided**

Is the Landlord entitled to a monetary order?

### **Background and Evidence**

The Landlord states that this tenancy began in July of 2005 based upon a Tenancy Application form. The Landlord claims that the Tenants ended the tenancy by moving out around January 15, 2010. The Landlord has submitted a Tenancy Application and states that this is his Tenancy Agreement. This form shows a monthly rent of \$1,650.00 per month.

The Landlord states that the Tenant was served with the notice of hearing documents by registered mail on April 5, 2011 as shown in the submitted registered mail customer receipt.

The Landlord has made a claim for \$6,300.00 for 3 ½ months rent (monthly rent to equal \$1,800.00). The Landlord relies on a printed copy of an email between the Tenant and himself stating that the Tenant owes \$6,300.00 in unpaid rent for 3 ½ months.

The Landlord has also made a claim for \$800.00 for costs spent to clean and remove garbage at the rental. The Landlord has provided no details for this claim.

### Analysis

I am satisfied based upon the submitted registered mail receipt that the Tenant was properly served with the notice of hearing documents.

I find based upon the contradictory documentary evidence and the direct testimony of the Landlord that a claim has not been established. The Landlord has failed to provide supporting evidence that rent was owed. The Landlord has also failed to provide any details regarding the cleaning fees requested. I find that the Landlord has failed to provide any proof of damage or loss. As such, I dismiss the Landlord's claim.

### Conclusion

The Landlord's application is dismissed.

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 15, 2011.

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Residential Tenancy Branch