



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for unpaid rent, a monetary order for damages, to keep all or part of the security deposit, money owed or compensation for damage or loss 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

Matters related to this tenancy were heard under file 762631 on March 15, 2011. This was a Direct Request proceeding in which the landlord was successful in obtaining a monetary order of \$950.00 for the unpaid February 2011 rent and an order of possession for unpaid rent.

This tenancy began December 15, 2009 with monthly rent of \$950.00 and the tenant paid a security deposit of \$475.00

The landlord testified that at the time of vacating the rental unit the tenant owed the landlord \$650.00 for the January 2011 rent and \$950.00 for the March 2011 rent. The landlord stated that the tenant also had an unpaid utility bill of \$364.17 that the landlord was left responsible for.

The landlord stated that on February 25, 2011 a notice was posted on the tenant's door for arrangement of a move-out inspection which was to be conducted on February 28, 2011. The landlord stated that when they went to the rental unit on February 28, 2011 to

complete the move-out inspection he discovered that the tenant had already vacated and left no forwarding address. Prior to vacating the rental unit the tenant did not cleaning, left trash in the rental unit and there was significant damage throughout the rental unit to the walls.

The landlord ultimately verified the tenant's new address through the services of a skip trace agency and this is was the address used for service of documents related to this hearing.

The landlord in this application is seeking \$3022.53 compensation for the following:

January 2011 rent	\$650.00
March 2011 rent	\$950.00
Late fees \$25.00 x 2	\$50.00
Unpaid utilities	\$364.17
Handyman - wall repair, locks, trash removal	\$293.28
Cleaning – carpets and suite cleaning	\$257.18
Painting	\$500.00
Skip Trace	\$208.32
NSF fees	\$100.00
Postage & photos	\$62.08
Total Claim	\$3435.03

Analysis

Based on the documentary evidence and testimony 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, damages and cleaning costs. The tenant did not leave the rental unit in reasonably clean condition or undamaged except for reasonable wear and tear nor did the tenant pay any of the rent owed to the landlord.

Section 72 of the Act addresses Director's orders: fees and monetary orders. With the exception of the filing fee for an application for dispute resolution, the Act does not provide for the award of costs associated with litigation to either party to a dispute. Accordingly, the landlord's claim for \$208.32 for skip tracing and \$62.08 for postage and photos are hereby dismissed.

January 2011 rent	\$650.00
March 2011 rent	\$950.00
Late fees \$25.00 x 2	\$50.00
Unpaid utilities	\$364.17

Handyman - wall repair, locks, trash removal	\$293.28
Cleaning – carpets and suite cleaning	\$257.18
Painting	\$500.00
Skip Trace	\$0.00
NSF fees	\$100.00
Postage & photos	\$0.00
Total Claim	\$3164.63

Accordingly I find that the landlord is entitled to a monetary order for \$3164.63.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$3164.63 in unpaid rent, damages and cleaning costs. 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 \$475.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$2739.08**.

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: September 22, 2011.

Residential Tenancy Branch