



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MND, MNR, MNSD, FF

Introduction

This was an application by the landlord for a monetary order for damages to the unit, unpaid rent and the filing fee for this application. The hearing was conducted by conference call.

The landlord participated in the hearing. The tenant did not attend although served with the application and Notice of Hearing sent by registered mail on August 29, 2011. The landlord provided proof of mail registration including the tracking number for the mail, the delivery status of the mail and evidence the tenant accepted the mail on September 02, 2011.

The landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the landlord entitled to a monetary order in the amount claimed?

Background and Evidence

The undisputed testimony and evidence of the landlord is that the tenancy started as a verbal tenancy agreement March 01, 2011 and purportedly ended August 12, 2011. Rent payable was \$850 per month. At the outset of the tenancy the landlord collected a security deposit of \$425, which the landlord still holds. At the start of the tenancy the landlord and tenant conducted an inspection and inspection report. The tenant purportedly vacated the residential unit in accordance with a Notice to End for Unpaid rent for August 2011, on August 12, 2011. The landlord testified the tenant replied via

text message on August 12, 2011 that they had left town and that another individual had “finished up for (her) me”.

The landlord claims the tenant left the unit unclean and caused some damage to the rental unit prior to vacating the unit; and that in addition, the tenant had taken some items from the unit which were the property of the landlord and the rental unit - as stipulated in the initial move in inspection document. The landlord claims cleaning costs for sixteen (16) hours at \$25 per hour (\$400), and \$66 for a missing Carbon Monoxide detector and a fire extinguisher. The landlord also claims the unpaid rent for August 2011 in the amount of \$850, for a total claim of \$1316.

The landlord provided a series of photographs of the rental unit upon it being vacated indicating the unit was only partially vacated, and that the rooms of the unit were left unclean. The landlord also provided a receipt for a Carbon Monoxide detector and a fire extinguisher totalling \$66.

Analysis

I accept the landlord's testimony and documentary evidence submitted as establishing that they incurred the amounts claimed and that they are entitled to compensation in the amount of **\$1316**. The landlord is also entitled to recover the **\$50** filing fee paid for their application for a total award of **\$1366**. The security deposit will be off-set from the award made herein.

Conclusion

I order that the landlord retain the deposit of \$425 in partial satisfaction of the claim and I grant the landlord an order under Section 67 of the Act for the balance due of **\$941**. If necessary, this order may be filed 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*.
