



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNR, MNSD

Introduction

This was an application by the landlord for a monetary order and an order to retain the security deposit. the hearing was conducted by conference call. The landlord participated. The tenant did not attend although he was served with the application for dispute resolution and Notice of Hearing sent by registered mail on August 11, 2011 to the forwarding address provided by the tenant.

Issue(s) to be Decided

Is the landlord entitled to a monetary order and if so, in what amount?

Background and Evidence

The rental unit is an apartment in Victoria. The tenancy began on April 1, 2011 for a fixed term with monthly rent in the amount of \$915.00 payable on the first of each month. the tenant paid a security deposit of \$430.00 on March 19, 2011.

The tenant moved out without giving proper notice. He advised the landlord by e-mail at the end of July that he intended to move out on August 15th. The tenant paid \$145.00 on account of August rent. He moved out on August 5th.

The landlord has claimed for unpaid rent for August in the amount of \$770.00. She claimed \$120.00 for cleaning and \$105.00 as the cost to replace a decorative rope that was removed from a pole outside the rental unit. The landlord did not submit any invoices or receipts for her claims. The landlord's documents contained references to photographs of the rental unit, but no photographs were submitted as evidence. The landlord has not replaced the missing rope.

Analysis and conclusion

The burden of proving a monetary claim rests with the applicant. I am satisfied that the tenant did not give the landlord proper notice and paid only \$145.00 rent for August. I find that the landlord is entitled to a monetary award of \$770.00 for unpaid rent. The landlord submitted no photos of the rental unit to substantiate the need for cleaning. There are no receipts for cleaning and the landlord did not submit any particulars of the cleaning that she performed. She has not replaced the decorative rope and provided no evidence as to its replacement cost. I have an e-mail from the tenant wherein he advised the landlord that he removed the rope because it was infested with spiders. I find that the landlord has not proved on a balance of probabilities that she is entitled to the amounts claim for cleaning or replacement of a rope. These claims are denied.

The landlord is entitled to recover the \$50.00 filing fee paid for her application for a total award of \$820.00. I order that the landlord retain the security deposit that she holds in partial satisfaction of the award and I grant the landlord a monetary order under section 67 for the balance of \$390.00. 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: October 12, 2011.

Residential Tenancy Branch