

DECISION

Dispute Codes MND, MNDC, MNR, FF

Introduction

This conference call hearing was convened in response to the landlord's application for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; for unpaid rent; for damage to the rental unit; and to recover the filing fee associated with this application.

The landlord participated in the hearing and provided affirmed testimony. He testified that he served the Notice of a Dispute Resolution Hearing to the tenant by way of registered mail sent on August 4th, 2011, and provided a Canada Post tracking number. The tenant did not participate and the hearing proceeded in the tenant's absence.

Issue(s) to be Decided

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

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 fixed term tenancy started on September 1st, 2010 and was to end on August 31st, 2011. The rent is \$1250.00 per month and the tenant paid a security deposit of \$600.00. Condition inspection reports were completed at the start and the end of the tenancy. Although the tenancy agreement includes the tenant's mother, this dispute concerns the actions of the son who resided in the unit.

The landlord testified that the tenant left on June 29th, 2011. He stated that the tenant left almost all his personal belongings which included new furniture and clothing. He said that movers were hired to remove the unit's contents which are currently in storage on the landlord's property. The landlord said that the tenant did not pay rent for March, June and July 2011.

The landlord submitted a monetary claim as follows:

- 3 months unpaid rent:	\$3750.00
- 3 months late fees:	\$ 75.00
- Storage fee:	\$ 300.00
- Moving fee:	\$ 438.00
- Replace bathroom door:	\$ 100.00
- 6 hours of cleaning:	\$ 120.00
- Liquidated damages:	\$ 600.00
- Total:	\$5383.00

The landlord stated that he remains in contact with the tenant's mother, and that they have agreed to settle this dispute for \$4768.00. He stated that the tenant's mother informed him on the week-end that an instalment of \$1000.00 was already in the mail.

In his documentary evidence, the landlord provided an email from the tenant's mother dated October 18th, 2011 confirming the dollar amount, and the landlord's response on the 19th that he agreed.

Analysis

I accept the landlord's undisputed testimony that he 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.

Based on the landlord's undisputed oral and documentary evidence, I find that the parties reached a settlement to this dispute, and that the tenant's mother accepted to pay the landlord \$4768.00 for unpaid rent and storage.

I note however that the unpaid rent includes March 2011, for which the landlord received a decision and a monetary order for \$750.00 on May 20th, 2011, in consideration of the unpaid rent for that month. Therefore I deduct \$750.00 from the parties' settlement for a claim totalling \$4018.00.

Conclusion

Pursuant to Section 67 of the Act, I grant the landlord a monetary order for the sum of \$4018.00. 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: November 07, 2011.

Residential Tenancy Branch