



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MND, MNDC, MNSD and FF

### Introduction

This application was brought by the landlord on September 20, 2011 seeking a monetary award for unpaid rent/loss of rent, costs of cleaning the rental unit, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

Despite having been served with the Notice of Hearing sent by registered mail on September 21, 2011, the tenant did not call in to the number provided to enable her participation in the telephone conference call hearing. Therefore, it proceeded in her absence.

### Issue(s) to be Decided

This matter requires a decision on whether the landlord is entitled to a monetary award for the claims submitted and authorization to retain all or part of the security deposit in set off.

### Background, Evidence and Analysis

This tenancy began on January 15, 2011 under a fixed term rental agreement set to end on December 31, 2011. Rent was \$775 per month and the landlord holds a security deposit of \$387.50 paid on January 10, 2011.

During the hearing, the landlord gave evidence that the tenant had abandoned the rental unit on or about August 20, 2011 without notice, then returned on September 9, 2011 and provided a forwarding address and signed the move-out condition inspection report.

The landlord claims and I find as follows:

**July 2011 rent shortfall - \$403.** This claim is supported by a copy of the tenant's account ledger submitted into evidence by the landlord and it is allowed in full.

**August 2011 rent - \$775.** The unpaid rent for August is also reflected in the tenant's ledger and is consistent with the landlord's submission that the tenant abandoned the rental unit in August.

**September 2011 loss of rent - \$775.** Due to the landlord not becoming aware that the rental unit would be available until the latter part of August, given the need for substantial cleaning, and in spite of the landlord's advertising efforts, the landlord was unable to find a new tenant for September. Therefore, the tenant is responsible the loss of rent for September and this claim is allowed in full.

**General cleaning - \$150.** The landlord submitted two invoices recording five hours work each at \$15 per hour for general cleaning, the need for which was noted on the move-out condition inspection report. This claim is allowed.

**Carpet cleaning – \$107.60.** The condition inspection report, signed by the tenant on September 9, 2011 also recorded the need for carpet cleaning and this item is included on an invoice submitted into evidence. This claim is allowed.

**Hauling - \$115.00.** The landlord stated that the tenant had left behind a substantial amount of refuse necessitating this claim. It is allowed.

**Filing fee - \$50.** As the application has succeeded on its merits, I find that the landlord is entitled to recover the filing fee for this proceeding from the tenant.

**Security deposit – (\$387.50).** As permitted by section 72(2) of the *Act*, I authorize the landlord to retain the security deposit in set off against the balance owed.

Thus, I find that the landlord is entitled to a monetary award calculated as follows:

|  |                   |
|--|-------------------|
| July 2011 rent shortfall                         | \$ 403.00         |
| September 2011 loss of rent                      | 775.00            |
| General cleaning                                 | 150.00            |
| Carpet cleaning                                  | 107.60.           |
| Hauling  | 115.00            |
| Filing fee                                       | <u>50.00</u>      |
| Sub total  | \$2,375.60        |
| Less retained security deposit (No interest due) | <u>- 387.50</u>   |
| <b>TOTAL</b>                                     | <b>\$1,998.10</b> |

### Conclusion

In addition to authorization to retain the tenant's security deposit in set off, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia for \$1,998.10 for service on the tenant. .

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: December 06, 2011.

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Residential Tenancy Branch