



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR, MND, MNDC, MNSD

Introduction

This hearing was scheduled in response to an application by the landlord for a monetary order as compensation for unpaid rent / compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement /and retention of the security deposit. The landlord's agent participated in the hearing and gave affirmed testimony.

Despite being served by way of registered mail with the application for dispute resolution and notice of hearing (the "hearing package"), the tenant did not appear. Evidence submitted by the landlord includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that the package was "successfully delivered" to the tenant.

Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the original term of tenancy was from July 1 to December 31, 2009. Thereafter, tenancy continued on a month-to-month basis. Monthly rent of \$975.00 was payable in advance on the first day of each month, and a security deposit of \$487.50 was collected. A move-in condition inspection and report were completed on July 1, 2009.

Towards the end of May 2010, the landlord discovered that the tenant had abandoned the unit and had not provided a forwarding address. Further, the landlord found the unit door unlocked and determined that unit keys had not been left behind. The landlord then undertook to complete a move-out condition inspection and report dated May 31, 2010. With the passage of time, the tenant's whereabouts and forwarding address were confirmed, and he was served with the hearing package, as described above.

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the landlord has established a claim of \$1,293.50, as follows:

\$488.50: balance of unpaid rent for May 2010;
\$200.00: refinishing and painting damaged walls;
\$ 80.00: replacement / installation of closet doors;
\$230.00: cleaning required in the unit;
\$100.00: removal of rubbish and discarded possessions;
\$ 65.00: carpet cleaning;
\$110.00: replacement of lock / keys and light fixture; and
\$ 20.00: bank fees (2 x \$10.00) for determining whether tenant's account contained sufficient funds to cover cheques (it did not).

Total: \$1,293.50

The landlord's application does not include application to recover the filing fee.

I order that the landlord retain the security deposit of \$487.50, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$806.00 (\$1,293.50 - \$487.50).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$806.00**. This order may be served on the tenant, 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*.

Dated: December 28, 2011.

Residential Tenancy Branch