



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNR, MNSD, MNDC

### **Introduction**

This hearing was convened in response to an application filed by the landlord seeking:

1. A monetary order for unpaid rent;
2. A monetary order for damage and/or compensation;
3. An order to be allowed to retain the security deposit; and
4. A monetary order to recover the filing fee paid for this application.

The tenant did not appear. The landlord gave evidence that he served the tenant with the Application for Dispute Resolution hearing package by way of registered mail. The landlord produced a Canada Post tracking history sheet indicating that the item was received by the tenant on September 15, 2011.

The landlord gave evidence under oath.

### **Summary of Background**

The landlord testified that this tenancy began on January 1, 2010 and ended on March 2011 when the tenant vacated without giving notice. The landlord says the tenant provided a cheque for half of March's rent but then put a stop payment on that cheque therefore no rent was paid for March at all. Further, the landlord testified that the rental unit was not cleaned by the tenant upon his departure. The landlord testified that the tenant damaged the rental unit. In total the landlord claims as follows:

|                             |           |
|-----------------------------|-----------|
| March rent payment stopped. | \$ 625.00 |
|-----------------------------|-----------|

|  |                   |
|--|-------------------|
| April rent for notice period   | 1,250.00          |
| Cleaning costs   | 100.00            |
| Utility invoices – 2/3 of gas & hydro  | 248.00            |
| Broken Chandelier  | 232.78            |
| Cost of installing new chandelier  | 100.00            |
| Cost of broken main door lock  | 39.22             |
| Cost of broken door chime  | 37.72             |
| Cost of repair of bedroom wall and replacing broken siding on front of garage caused by tenant's truck | 100.00            |
| Recovery of the filing fee   | 50.00             |
| <b>Total Sought</b>  | <b>\$2,782.72</b> |

### Analysis and Findings

The Act requires a tenant to give 30 days' written notice prior to vacating a rental unit. In absence of the tenant's evidence to the contrary I will rely on the landlord's evidence and find that the tenant vacated the rental property without giving proper notice and without paying full rent for the month of March. I find that the landlord is entitled to recover the rent requested. Further, also based on the undisputed evidence of the landlord, I will allow his claim for the sums requested for cleaning, replacements and repairs.

The landlord requests to be allowed to retain the security deposit in partial satisfaction of this claim and I will grant an order in that regard.

Having been successful in this application I also find that the landlord is entitled to recover the \$50.00 filing fee paid for this application.

### Conclusion

I will make an Order in favour of the landlord as follows:

|  |                   |
|--|-------------------|
| Monetary claim   | \$2,732.50        |
| Filing Fees for the cost of this application                           | 50.00             |
| Less Security Deposit and paid January 1, 201<br>(no interest accrued) | -625.00           |
| <b>Total Monetary Award in favour of Landlord</b>                      | <b>\$2,157.50</b> |

The landlord is provided with a formal Order in the above terms. The tenant must be served with a copy of the order as soon as possible. Should the tenant fail to comply

with the Order the Order may be filed and enforced as an Order of the Provincial Court of British Columbia.

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 29, 2011.

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Residential Tenancy Branch