

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for unpaid rent, damages to the rental unit and an order to retain the security deposit in partial satisfaction of the claim.

Although deemed served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on October 18, 2011, a Canada post tracking number was provided as evidence of service, the tenants did not appear. I find the tenants have been duly served in accordance with the Act.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent and damages?

Background and Evidence

The tenancy began on April 1, 2011. Rent in the amount of \$1,100.00 was payable on the first of each month. A security deposit of \$550.00 was paid by the tenant and a pet deposit of \$200.00 was paid. The term of tenancy was a fixed term agreement ending on March 31, 2012. A move in condition inspection report was provided a move out inspection was not provided.

The landlord's agent testified that on August 17, 2011, the female tenant notified the landlord that they would be vacating the rental unit on September 14, 2011.

The landlord's agent testified the rent cheque for September 2011 was returned for insufficient funds and is seeking a monetary order for unpaid rent in the amount of \$1,100.00 and \$25.00 service fee charged by the bank.

The landlord's agent testified that the tenant left the rental unit in a mess and the tenant provided them with a written letter that states "I am responsible to clean the cottage if I have left anything behind today, the landlord may possess it or dispose of it at my cost". A copy of that letter has been filed into evidence.

The photographic evidence of the landlord shows that the tenants left a large amount of garbage and furniture behind. A picture also shows a cabinet taken off the wall in the kitchen.

The landlord's agent testified that the landlord is seeking to be reimbursed for dumping fees in the amount of \$61.00, cleaning costs of \$300.00, \$140.00 labour fees for two men to load the garbage and take the garbage to the dump and \$40.00 that was paid to have the handyman reinstall the cabinets that were removed.

The landlord's agent further testified they seeking compensation for carpet disposal.

Analysis

Based on the above, the testimony and evidence, an on a balance of probabilities, I find as follows:

The tenants did not pay rent for September 2011, and I find the landlord has established a monetary order for unpaid rent in the amount of \$1,100.00 and the landlord is entitled to claim the bank service charge incurred in the amount of \$25.00.

I find the cost of dumping, cleaning and labour fees to be reasonable in this case. The photographic evidence shows a large amount of garbage and furnishing left behind by the tenants.

The letter of the tenant indicates the tenants new items were going to be left behind and gave the landlord the authority to dispose of it at the tenants cost. Therefore I find the landlord is entitled to a monetary order for damages in the amount of \$541.00.

I dismiss the landlords claim for compensation for carpet disposal, the move in inspection indicates the carpets were in poor condition and damaged when the tenants moved into the rental unit and in the absent of a move out inspection report, there is insufficient evidence to prove the tenant damaged the carpet.

I find the landlord has established a total monetary claim of **\$1,691.00** comprised of rent, damages, and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the security deposit and pet damage deposit and interest of **\$750.00** in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$941.00**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The landlord may keep the security deposit and pet deposit and I grant a monetary order for the balance due.

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: January 05, 2012.

Residential Tenancy Branch