

## **DECISION**

Dispute Codes      MND, MNR, MNSD, FF

### Introduction

This is an application filed by the Landlord for a monetary order for unpaid rent, for damage to the unit, to keep all or part of the security deposit and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend. The Landlord states that the Tenant was served with the notice of hearing and evidence package by Canada Post Registered Mail on December 19, 2011. The Landlord has included a copy of the Canada Post Registered Mail Customer Receipt. As such, I am satisfied that the Tenant has been properly served with the notice and evidence under the Act.

### Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

### Background and Evidence

This Tenancy began on April 1, 2011 on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent was \$900.00 payable on the 1<sup>st</sup> of each month and there is a monthly parking fee of \$30.00. A security deposit of \$450.00 was paid on March 24, 2011. A condition inspection report for the move-in and the move-out were completed with both parties. The Tenants moved out on December 1, 2011. The Landlord received the forwarding address in writing from the Tenant on December 1, 2011 with the move-out condition inspection report.

The Landlord states that the Tenants gave verbal notice to vacate the rental unit on November 15, 2011 to vacate the rental on December 1, 2011. The Landlord is seeking outstanding rent arrears for November 2011 of \$90.00. The Landlord is also claiming unpaid rent of \$930.00 for improper notice.

The Landlord is seeking labour cost of \$70.00 for breaking up furniture left by the dumpsters by the Tenants. The Landlord is also seeking \$73.70 for the disposal of this furniture.

The Landlord is seeking carpet repair costs of \$60.00 and suite cleaning costs of \$75.00. The Landlord has provided a copy of the completed condition inspection report for the move-out. The report which was signed by the Tenant shows that the rental unit was left in a state requiring cleaning throughout the unit. Damage was also noted on the report, but does not provide any details. The Landlord has failed to provide any receipts/ invoices for any expenses incurred.

### Analysis

I accept the undisputed testimony of the Landlord that the Tenant failed to provide proper notice to end a Tenancy. On a balance of probabilities, I find that the Landlord has established a claim for the monetary order being requested. The Landlord is granted a monetary order for the amount claimed of \$1,348.70. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$450.00 security deposit in partial satisfaction of the claim and I grant the Landlord a monetary order under section 67 for the balance due of \$948.70.

### Conclusion

The Landlord is granted a monetary order for \$948.70.  
The Landlord may retain the security deposit.

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: February 29, 2012.

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Residential Tenancy Branch