



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's application for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent, loss of rent, storage and cleaning fees; as well as authorization to retain the security deposit. The tenant did not appear at the hearing.

The landlord testified that she sent the hearing documents to the tenant at the rental unit on April 26, 2012. The landlord verbally provided a tracking number as proof of service and testified that the registered mail had not been returned. I was satisfied the landlord has served the tenant in a manner that complies with the requirements of the Act and I proceeded to hear from the landlord without the tenant present.

The landlord stated that in the few days preceding the hearing the landlord determined the rental unit has been abandoned and has packed the remainder of the tenant's possessions. The landlord enquired about abandoned property rules and I referred her to the Residential Tenancy Regulations and the information line for the Residential Tenancy Branch for further information. As the landlord has since regained possession of the rental unit an Order of Possession is no longer required and I do not provide one with this decision.

Issue(s) to be Decided

1. Is the landlord entitled to a Monetary Order for unpaid rent and loss of rent for April and May 2012?
2. Is the landlord entitled to recover cleaning and storage fees from the tenant?
3. Is the landlord authorized to retain the security deposit?

Background and Evidence

The month to month tenancy commenced in July 2011 and the tenant paid a \$287.50 security deposit. The tenant is required to pay rent of \$575.00 on the 1st day of every month. The tenant failed to pay rent for April 2012 and on April 16, 2012 the landlord

posted a 10 Day Notice to End Tenancy for Unpaid Rent (the Notice) on the rental unit door. The Notice indicates \$575.00 in rent was outstanding as of April 1, 2012. The tenant did not pay the outstanding rent and did not dispute the Notice.

In filing this application the landlord is seeking to recover unpaid rent and loss of rent for the months of April 2012 and May 2012 in the amount of \$575.00 for each month. The landlord is also seeking to recover \$200.00 for storing the tenant's possessions and \$100.00 to clean the unit. The landlord submitted that she just regained possession of the unit and started advertising the day before the hearing.

Provided as documentary evidence for this proceeding was a copy of the tenancy agreement, the 10 Day Notice and Proof of Service of the 10 Day notice signed by a witness.

Analysis

The Act requires that a tenant pay rent when due in accordance with the terms of their tenancy agreement. Upon review of the tenancy agreement and 10 Day notice, I am satisfied the tenant failed to pay rent in the amount of \$575.00 for April 2012 and the landlord is entitled to recover that amount from the tenant.

Based upon the evidence before me, I am further satisfied that the tenant did not give notice to end the tenancy and the landlord has incurred a loss of rent for May 2012. Therefore, I award the landlord loss of rent in the amount of \$575.00 for May 2012.

With respect to the storage fees and cleaning costs I find those claims were pre-mature when the landlord filed the application as the landlord could not have reasonably determined the need cleaning or storage at that time. Nor were the amounts supported by evidence to verify the amounts claimed. Therefore, this portion of the landlord's claim is dismissed with leave to reapply.

I authorize the landlord to retain the tenant's security deposit in partial satisfaction of the rent owed the landlord. I also award the landlord the filing fee paid for this application. In light of the above, the landlord is provided a Monetary Order calculated as follows:

| | |
|------------------------|-----------------|
| April 2012 rent | \$ 575.00 |
| May 2012 rent | 575.00 |
| Filing fee | 50.00 |
| Less: security deposit | <u>(287.50)</u> |
| Monetary Order | \$ 912.50 |

The landlord must serve the Monetary Order upon the tenant and may enforce it in Provincial Court (Small Claims) as necessary.

Conclusion

The landlord is authorized to retain the tenant's security deposit in partial satisfaction of the rent owed the landlord. The landlord has been provided a Monetary Order for the balance of \$912.50. The landlord's claims for cleaning and storage were dismissed with leave.

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: May 25, 2012.

Residential Tenancy Branch