



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MND, FF

### Introduction

This conference call hearing was convened in response to the landlord's application for a Monetary Order for unpaid rent and damage to the rental unit; and to recover the filing fee associated with this application.

The landlord participated in the hearing and provided affirmed testimony. He testified that he served the Notice of a Dispute Resolution Hearing to the tenant by way of registered mail sent on February 3, 2012, and provided a Canada Post tracking number. The tenants did not participate and the hearing proceeded in the tenants' absence.

### Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to recover the filing fee?

### Background and Evidence

The rental unit consists of a single detached home. Pursuant to a written agreement, the month to month tenancy started on July 15, 2012. The rent was \$750.00 per month and the tenants paid a security deposit of \$375.00.

The landlord testified that the tenants abandoned the rental unit some time mid-January 2012. He stated that in the latter part of 2011 the tenants were in arrears of \$6006.53 in

rent and utilities, and that on December 15, 2011 they paid \$4650.00 for a balance owing of \$2356.53.

The landlord stated that he made repairs and cleaned the unit, and by assigned himself a wage that brought the work to a claim of \$720.00.

The landlord submitted an adjusted claim of \$2356.63 rather than \$2435.88 as stated in his application for dispute resolution.

### Analysis

I accept the landlord's undisputed testimony that he served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the tenants knew, or ought to have had knowledge of the date scheduled for this hearing.

Based on the landlord's testimony and undisputed evidence I accept that the tenants are in arrears and that the landlord is entitled to recover the loss of rental income as claimed at the hearing. Concerning the claim for repairs and cleaning; the landlord provided no details concerning the extent of repairs, nor photographic evidence or any other material evidence. In the absence of more substantive evidence I grant the landlord a nominal amount of \$250.00 for cleaning.

### Conclusion

The landlord established a claim of \$2606.53. I authorize the landlord to retain the tenants' \$375.00 security deposit for a balance owing of \$2231.53. Since the landlord was successful, I award the landlord recovery of the \$50.00 filing fee. Pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$2281.53.

This Order may be registered 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: May 02, 2012.

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