



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNDC, MNSD and FF

Introduction

This hearing was convened on the landlord's application for a Monetary Order for unpaid rent/loss of rent, cleaning of the rental unit, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance. The landlords' application was amended to remove a request for an Order of Possession pursuant to a Notice to End Tenancy for unpaid rent served on February 2, 2011 as the tenant had vacated without notice.

Despite having been served with the Notice of Hearing served in person on March 7, 2012, the tenant did not call in to the number provided to enable his participation in the telephone conference call hearing. Therefore, it proceeded in his absence.

Issue(s) to be Decided

This matter now requires a decision on whether the landlord is entitled to a monetary award for the claims submitted and authorization to retain the security deposit in set off against the balance owed.

Background and Evidence

This tenancy began on December 1, 2011 and ended on or about February 12, 2012 when the tenant vacated without giving notice. Rent was \$500 per month and at the end of the tenancy, the tenant had paid only \$115 of the \$250 agreed to security deposit.

During the hearing, the landlord submitted a copy of the Notice to End Tenancy served on February 2, 2012 and setting an end of tenancy date of February 12, 2012. She stated that the tenant had promised to pay the rent by February 17, 2012, but had not done so. She stated that the tenant left without notice, did not clean the rental unit and declined to participate in completing the move-out condition inspection report.

The landlord stated that she had been able to find a new tenant for March 15, 2012.

Therefore, the landlord claims \$500 unpaid for February 2012, loss of \$250 rent for the first half of March 2012.

In addition, the landlord claims \$45 for three hours cleaning, \$60 for carpet cleaning, necessitated by the tenant's unauthorized cat, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

Analysis

Section 7 of the *Act* provides that, if one party to a rental agreement suffers a loss or damages due to the other's non-compliance with the rental agreement or legislation, then the non-compliant party must compensate the other for the losses.

In the absence of any evidence to the contrary and finding the landlords' claims to be lawful and reasonable, I find that the landlord is entitled to Monetary Order calculated as follows:

Rent for February 2012	\$500.00
General cleaning	45.00
Carpet cleaning	60.00
Filing fee	<u>50.00</u>
Sub total	\$905.00
Less retained security deposit	- 115.00
TOTAL	\$790.00

Conclusion

The landlord's copy of this Decision is accompanied by a Monetary Order for **\$790.00**, enforceable through the Provincial Court of British Columbia for service on the tenant.

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 07, 2012.

Residential Tenancy Branch