

DECISION

Dispute Codes MND, MNR, MNDC, MNSD, FF

Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit, site or property, for unpaid rent or utilities, for money owed or compensation for damage or loss, 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 Tenant has not submitted any documentary evidence. The Landlord states that the Tenant was served with the notice of hearing package by Canada Post Registered Mail on July 23, 2012 and has submitted the Customer Receipt as evidence. The Landlord also states in their direct testimony that the evidence package was submitted by Canada Post Registered Mail on September 19, 2012 to the Tenant. I find based upon the undisputed testimony of the Landlord, that the Tenant was properly served as deemed 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, Evidence and Analysis

This Tenancy began on February 15, 2012 on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent was \$1,000.00 payable on the 1st of each month and a security deposit of \$500.00 was paid.

The Landlord seeks a monetary order for unpaid rent of \$1,000.00 for the month of July as the Tenant failed to give notice to end the tenancy and moved out on July 10, 2012. The Landlord states that when the Tenant vacated the rental unit she provided her parents mailing address as she was moving back in with them.

The Landlord also seeks recovery of \$499.05 for unpaid (Nelson Hydro Bill ending June 17, 2012) utilities that the Tenant failed to pay. The Landlord states that any unpaid utilities are charged to the property owners when utilities remain outstanding. The states that they had to pay a reconnect fee of \$35.00 (Nelson Hydro disconnected the utilities for outstanding bills) and are seeking the \$25.00 utility arrears from June 18, 2012 to July 10, 2012 when the Tenant vacated. The Landlord has submitted the Nelson Hydro Bills for both of these claims.

I find based upon the Landlord's undisputed testimony and the utility invoices submitted that the Landlord has established a claim for the \$1,000.00 in unpaid rent for lack of notice, the \$499.05 and \$60.00 for the utilities.

The Landlord has also made claims for \$50.00 for cleaning (stove, range hood), \$45.00 for yard maintenance, \$50.00 for carpet cleaning, a \$500.00 deductible for an insurance flood claim and \$41.35 for the rental of a carpet cleaner to extract water caused by the flood. The Landlord states that there are no invoices/receipts and that this work is pending because the restoration work is ongoing. No payments, except for the \$41.35 carpet cleaner rental have been paid. The Landlord also relies on photographs submitted in support of these claims.

I find that the Landlord has failed to establish these portions of the application for claim. The Landlord has not submitted any invoices/receipts or a completed condition inspection report for the move-out. The Landlord's direct testimony states that the restoration work is on-going and that the \$500.00 insurance deductible has not yet been paid or a claim filed with the insurance company. Although the Landlord has submitted some evidence of loss/damage to the property through photographs, the Landlord has failed to provide sufficient evidence of any of the monetary claims for cleaning, yard maintenance or of the insurance claim. These portions of the Landlord's claim are dismissed.

The Landlord has established a total monetary claim of \$1,559.05. The Landlord is entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$500.00 security deposit and grant the Landlord a monetary order for the balance due of \$1,109.05. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$1,559.05.
The Landlord may retain the \$500.00 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: October 09, 2012.

Residential Tenancy Branch