



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNR, OPR, MNSD, MNDC, CNR, ERP, RP, RPP, FF

Introduction

This hearing dealt with applications by both the Landlord and the tenant pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession and a monetary order for unpaid rent, storage fees and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim.

The tenant applied to cancel the notice to end tenancy and to order the landlord to make emergency repairs and return the tenant's property. The tenant also applied for a monetary order for compensation.

Despite having applied for dispute resolution and having been served with the landlord's application and evidence, in person on November 28, 2012, the tenant did not attend the hearing. Therefore the tenant's application is dismissed without leave to reapply. This hearing only dealt with the landlord's application. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Since the tenancy has ended, the landlord's application for an order of possession is no longer necessary. Therefore, this hearing only dealt with the landlord's application for a monetary order.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid rent, storage fees and the filing fee? Is the landlord entitled to retain the security deposit in partial satisfaction of his claim?

Background and Evidence

The landlord testified that the tenancy started on September 01, 2012. The rental unit is located on the main floor of the home. The monthly rent was \$1,650.00 payable on the first of the month. Utilities were included in the rent. Prior to moving in the tenant paid a security deposit of \$825.00.

The tenant failed to pay rent for November 2012. On November 02, 2012, the landlord served the tenant with a ten day notice to end tenancy for non payment of rent. The tenant continued to occupy the rental unit and moved out on December 01, 2012 without paying rent.

The landlord stated that the tenants left the apartment in a very messy condition. Garbage was strewn thorough out the unit and the tenant left behind some furniture. The landlord stated that the tenant had two additional people occupying the unit. The tenant smoked inside the unit and after the tenant moved out, the unit reeked of cigarette smoke. The landlord is currently cleaning up the unit to restore it to a condition in which it can be rented out.

The landlord also stated that he has locked rental units below the patio of the house. On November 05, the landlord found that the tenant was using a storage unit without his permission.

The landlord is claiming the following:

1.	Rent for November 2012	\$1,650.00
3.	Storage fees for three months	\$900.00
4.	Extra tenants occupying the unit	\$1,500.00
5.	Filing fee	\$50.00
	Total	\$5,750.00

Analysis

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of his claim for unpaid rent. I find that the tenant owes rent for November and December 2012. I further find that the tenancy agreement that was filed into evidence does not contain terms regarding rent payable for extra occupants or storage fees. Therefore the landlord's claim for extra rent and storage fees is dismissed. Since the landlord has proven most of his claim, I find that he is entitled to the recovery of the filing fee of \$50.00.

Overall the landlord has established a claim of \$3,350.00. I order that the landlord retain the security deposit of \$825.00 and applicable interest of \$0.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$2,525.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$2,525.00**. The tenant's application is dismissed in its entirety.

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: December 06, 2012.

Residential Tenancy Branch