



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND MNR MNSD FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on October 2, 2012, the tenants did not participate in the conference call hearing.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on October 1, 2004. On September 29, 2004, the landlord collected a security deposit from the tenants in the amount of \$355. In 2012, rent in the amount of \$811 was payable in advance on the first day of each month.

The landlord stated that the tenants failed to pay \$411 of the rent for June 2012, and they did not pay any rent for July 2012. On July 3, 2012, the landlord served the tenants a notice to end tenancy for unpaid rent. The tenants did not pay the outstanding rent.

The landlord provided the tenants two notices of opportunity to schedule a move-out inspection, but tenants did not appear for either date. On July 16, 2012, the landlord carried out an inspection of the unit without the tenants present.

The landlord stated that the tenants left the rental unit in a poor state of repair and cleanliness, and the landlord therefore carried out extensive cleaning and repairs.

In their application, the landlord claimed a total monetary amount of \$2839.50. In their evidence, the landlord stated that they were claiming \$1222 for unpaid rent; \$20 for late payment fees; and \$1935.07 for cleaning and repairs.

Analysis

Upon consideration of the undisputed evidence, I find that the landlord is entitled to compensation for unpaid rent and for cleaning and repairs. The landlord did not submit a detailed breakdown of their claim, and I therefore find that they are limited to the monetary amount claimed in their application, \$2839.50.

As the landlord's claim was successful, they are also entitled to recovery of the \$50 filing fee for the cost of their application.

Conclusion

The landlord is entitled to \$2889.50. I order that the landlord retain the deposit and interest of \$517.71 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2371.79. This order may be filed 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: January 7, 2013.

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Residential Tenancy Branch