



# Dispute Resolution Services

Page: 2

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MND, MNDC, MNSD, FF, SS

### Introduction

This is an application filed by the Landlord for an order of possession and a monetary order for unpaid rent or utilities, a monetary claim for damage to the unit, site or property, for money owed or compensation for damage or loss, to keep all or part of the security deposit, recovery of the filing fee and an application for substitutional service.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend. The Landlord states that the Tenant was personally served on January 3, 2013 at his place of work. The Landlord states that there was no mailing address for the Tenant at the rental and the Landlord was unsure as to whether the Tenant was still in possession of the rental unit. The Landlord states that upon being served in person the Tenant indicated that he had vacated the rental unit. I am satisfied based upon the undisputed testimony that the Tenant has been properly served with the notice of hearing package.

The Landlord has indicated that the request for substitutional service (SS) and an order of possession (OPR) are withdrawn. The Landlord has also withdrawn the \$375.00 claim for damages/repairs as there were none.

### Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to keep the security deposit?

Background, Evidence and Analysis

The Landlord states that the Tenant moved into the rental unit without signing a tenancy agreement. The Landlord states that the monthly rent is \$750.00 and that a security deposit of \$375.00 was paid.

The Landlord seeks a monetary claim for \$775.00 as per the 10 day notice to end tenancy issued for unpaid rent on December 7, 2012 for which it was posted to the rental unit door. The effective date of the notice is shown as December 17, 2012 and that the Tenant has failed to pay rent of \$775.00 that was due on December 5, 2012. The Landlord states that the Tenant failed to pay any rent up to the date this hearing and that the Tenant vacated the rental without any notice. The Landlord seeks the pro-rated rent amount for 3 days. The Landlord claims that the rental unit required cleaning after the Tenant vacated, but has not provided any invoice/bill and has not paid the cleaner anything. The Landlord states that the cleaner spent 7 hours cleaning the rental unit. The Landlord also seeks compensation for \$89.60 for a service call by Norlite Furnaces Ltd., after a technician attended when the Tenant complained of no heat. The Landlord states that the technician attended and determined that there were no heat problems, but that the Tenant had turned off the thermostat.

I accept the undisputed testimony of the Landlord and find that the Tenant was properly served with the 10 day notice to end tenancy for unpaid rent. The Tenant failed to pay the outstanding rent within the allowed timeframe and is conclusively presumed to have accepted that the Tenancy was at an end. I find that the monthly rent is \$750.00 as given in the direct testimony of the building manager, E.J. The Landlord has established a monetary claim for \$750.00 for unpaid rent and \$25.00 for a satellite tv charge based upon the rent ledger submitted. I also find that the Landlord is entitled to recovery of the \$89.60 for the furnace service call after responding to the Tenant's complaint and determining that it was false. As for the Landlord's claim for a pro-rated rent amount for 3 days, I find that as monthly rent is \$750.00 divided by 31 days equals, \$24.19 per day multiplied by 3 days equals, \$72.58. The Landlord is granted a pro-rated rent of \$72.58 for the 3 days.

The Landlord has established a total monetary claim of \$937.18. The Landlord is also entitled to recovery of the \$50.00 filing fee. The Landlord may retain the \$375.00 security deposit in partial satisfaction of the claim and I grant a monetary order for \$612.18

Conclusion

The Landlord is granted a monetary order for \$612.18.  
The Landlord may retain the 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: January 28, 2013

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Residential Tenancy Branch

