



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNSD, MNR, FF*

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent and the filing fee. The landlord also applied to retain the security deposit in full satisfaction of his claim.

The landlord testified that on January 11, 2013, he served the tenant with the notice of hearing by registered mail to the forwarding address provided by the tenant. The landlord provided a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to unpaid rent and the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The landlord testified that the tenancy started on or about June 01, 2012. The monthly rent was \$1,000.00 payable on the first of each month. Prior to moving in, the tenant paid a security deposit of \$500.00.

The landlord testified that the tenant failed to pay rent on December 01, 2012. On December 02, 2012, the landlord served the tenant with a notice to end tenancy for unpaid rent. The tenant indicated that she would move out by mid December and requested the landlord to use her security deposit for rent.

The landlord made multiple attempts to schedule a move out inspection. The tenant set a new appointment each time and finally moved out on December 14 without participating in an inspection and without informing the landlord. The landlord stated that the tenant left garbage behind and the unit needed approximately six hours of cleaning.

The landlord testified that he incurred costs to clean and suffered a loss of income for December but was requesting to retain the security deposit of \$500.00 in full satisfaction of all claims against the tenant.

### **Analysis**

Based on the undisputed testimony of the landlord, I find that the landlord incurred a loss of income for one month and other costs, when the tenant failed to comply with the terms of the tenancy agreement.

The tenant was served with the notice of hearing and was informed of the landlord's monetary claim against her, but chose not to attend the hearing. Accordingly, at the landlord's request, I allow the landlord to retain the security deposit in full satisfaction of all claims against the tenant.

### **Conclusion**

I grant the landlord leave to 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: March 20, 2013

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Residential Tenancy Branch

