



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Dorset Realty Group Canada Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNR; MNDC, MNSD; FF

Introduction

This is the Landlord's application for a monetary order for unpaid rent and compensation for damage or loss under the Act, regulation or tenancy agreement; to retain the security deposit in partial satisfaction of its monetary claim; and to recover the cost of the filing fee from the Tenant.

The Landlord's agent ("VA") gave affirmed testimony at the Hearing.

VA testified that the Notice of Hearing documents were mailed to the Tenant, via registered mail, to the forwarding address provided by the Tenant, on March 13, 2013. The Landlord provided a copy of the registered mail receipt and tracking numbers in evidence. A search of the Canada Post Tracking system indicates that the Tenant signed for the registered documents on March 15, 2013.

Based on VA's affirmed testimony and the documentary evidence provided by the Landlord, I am satisfied that the Tenant was duly served with the Notice of Hearing documents by registered mail. Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in his absence.

Issues to be Decided

- Is the Landlord entitled to prorated rent from February 1 – 15, 2013?
- Is the Landlord entitled to recover the cost of disposing of the Tenant's abandoned junk?
- May the Landlord apply the security deposit and interest towards partial recovery of its monetary award?

Background and Evidence

VA gave the following testimony and evidence:

This month-to-month tenancy began in September or October of 1994. Monthly rent at the end of the tenancy was \$885.00, due the first day of each month. The Tenant paid a security deposit in the amount of \$287.50 and a key deposit in the amount of \$10.00 on September 10, 1994. The Landlord is holding the deposits.

On December 31, 2012, the Tenant gave written notice to end the tenancy effective January 31, 2013. The Tenant remained in the rental unit on February 5, 2013, and did not pay any rent for the month of February, 2013. On February 5, 2013, the resident manager served the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent, by posting the Notice on the Tenant's door at the rental unit. On February 12, 2013, VA phoned the Tenant, who told her that he had injured himself and was staying with his sister. He told VA that he was unable to move the remainder of his things out of the rental unit and stated that the Landlord could get rid of them.

The Tenant provided his written permission authorizing the Landlord to remove his possessions on February 15, 2013. A copy of the Tenant's authorization was provided in evidence.

The Tenant was a hoarder and all of his remaining belongings were trash. On February 18, 2013, a trash removal company removed all of the Tenant's remaining belongings from the rental unit. It took three men 8 hours over the next 2.5 days to collect and remove the Tenant's belongings. The total invoice was \$2,548.00, including dump fees. The Landlord provided a copy of the invoice in evidence.

The Tenant did not return the keys to the rental unit.

VA agent requested a monetary award for unpaid rent and damages, calculated as follows:

Overholding from February 1 – 15 (prorated rent)	\$474.11
Cost of removing the Tenant's garbage	<u>\$2,548.00</u>
TOTAL AMOUNT CLAIMED	\$3,022.11

The Landlord's agent stated that the Tenant had provided his notice that he was moving out of the rental unit on August 31, 2010. The Landlord's agent asked for an Order of Possession effective August 31, 2010.

Analysis

Section 37 of the Act requires the Tenant to leave the rental unit reasonably clean at the end of the tenancy and to return all keys to the Landlord. Based on AV's undisputed affirmed testimony, I find that the Tenant did not comply with Section 37 of the Act and that the Landlord has established its claim in the amount of **\$2,548.11** against the Tenant.

Based on AV's undisputed affirmed testimony, I find that the Tenant overhauled from February 1 to 18, 2013, and that the Landlord has established its claim in the amount of **\$474.11** against the Tenant.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the deposits and accrued interest towards partial satisfaction of its monetary award. Interest in the amount of \$62.65 has accrued on the deposits.

The Landlord has been successful in its application and I find that it is entitled to recover the cost of the **\$50.00** filing fee from the Tenant.

The Landlord has established a monetary claim as follows:

Loss of rent	\$474.11
Cost of removing the Tenant's garbage	\$2,548.11
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$3,072.11
Less deposits and accrued interest (\$297.50 + \$62.65)	<u>- \$360.15</u>
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$2,711.96

Conclusion

I hereby provide the Landlord with a Monetary Order in the amount of **\$2,711.96** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: June 05, 2013

Residential Tenancy Branch