



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 is an application filed by the Landlord for a monetary order for damage to the unit, site or property, for unpaid rent or utilities, to keep all or part of the security and pet damage deposits and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend or submit any documentary evidence. The Landlord states that he served the notice of hearing package and submitted documentary evidence by Canada Post Registered Mail on March 25, 2013 and again on June 10, 2013. The Landlord has provided in his direct testimony the Customer Receipt Tracking numbers and has confirmed that the Tenant has received the packages by signing for them based upon the Canada Post On-line tracking system. I accept the undisputed testimony of the Landlord and find that the Tenant has been properly served with the notice of hearing and submitted documentary evidence.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Background and Evidence

This Tenancy began on July 1, 2012 on a fixed term tenancy ending on June 1, 2013 as shown by the submitted copy of the signed tenancy agreement. The Landlord states that the Tenancy ended in March 2013. The monthly rent was \$1,000.00 payable on the 1st of each month and a pet damage deposit of \$100.00 and a security deposit of \$450.00 were paid.

The Landlord seeks a monetary order for \$4,046.40. This consists of \$1,646.40 for cleaning and repair of damages and \$2,400.00 in unpaid rent.

The Landlord has submitted a copy of an invoice from "Clean Pro Building Maintenance Ltd." for work performed on March 15, 16, 17 and 18, 2013 for \$1,646.40. The Landlord has provided photographs and a completed condition inspection report for the move-in (June 30, 2012) and the move-out (March 10, 2013).

The Landlord states that the Tenant failed to vacate the rental unit as agreed upon for February 1, 2013 on the mutual agreement to end tenancy and failed to pay \$600.00 for January 2013, \$1,000.00 for February 2013 and \$1,000.00 for March 2013.

Analysis

I accept the undisputed testimony of the Landlord and find that a monetary claim has been established for \$4,046.40 for unpaid rent and damages. The Landlord has provided sufficient evidence to satisfy me that damage was caused by the Tenant requiring the repair services of Clean Pro Management Ltd. as shown by the invoice, photographic and condition inspection reports. The Landlord is entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the combined \$550.00 pet damage and security deposits in partial satisfaction of the claims and grant the Landlord a monetary order under section 67 for the balance due of \$3,496.40.

Conclusion

The Landlord is granted a monetary order for \$3,496.40.
The Landlord may retain the pet damage and security deposits.

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 18, 2013

Residential Tenancy Branch

