



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNDC, MNR, MNSD

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. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

The tenancy began on November 9, 2011 and ended on August 3, 2013. The tenants were obligated to pay \$778.50 per month in rent in advance and at the outset of the tenancy the tenants paid a \$375.00 security deposit.

I address the landlord's claims and my findings around each as follows:

First Claim – The landlord is seeking is seeking \$1557.00 in unpaid rent. The landlord stated that the tenant did not pay the rent for July 2013. The landlord stated that on August 3, 2013 a neighbor contacted the landlord to advise the suite door was left wide open. The landlord stated upon attending to the unit they observed it had been abandoned and left dirty. The landlord stated that the tenant did not provide any notice as to when they would be moving out. The landlord was unable to rent the unit for the month of August 2013.

The tenant disputes this claim. The tenant stated that the rent was due on the 9th of each month and that he believed he still had time to go back and clean. The tenant stated that he had applied the security deposit to the July rent as well as an overpayment that he says the landlord is aware of. The tenancy agreement clearly reflects that rent is due on the 30th of each month and the landlord denied any such overpayment. Based on the above, the tenancy agreement and the supporting documentation from the landlord I find that the landlord is entitled to \$1557.00.

Second Claim – The landlord is seeking 65% of the utilities bills \$306.18 = \$199.01 June 2013- August 2013. The landlord provided copies of the bills along with the tenancy agreement reflecting the amount. The tenant disputes the claim. The tenant stated he's never seen the bills. I accept the evidence of the landlord and find that they are entitled to \$199.01.

Third Claim – The landlord is seeking \$330.00 for cleaning the suite, \$120.42 for cleaning supplies and \$76.75 for removing the garbage and debris and taking it to the local dump. The landlord supplied the condition inspection report, witness testimony, receipts and digital evidence to support their claim. The tenant disputed this claim. The tenant stated that the landlord cleaned up too quickly and that he believed he had until the 9th of August to return and clean the unit. I accept the evidence of the landlord and find that they are entitled to \$527.17.

The landlord is entitled to the recovery of the \$50.00 filing fee.

Conclusion

The landlord has established a claim for \$2333.18. I order that the landlord retain the deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1908.18. 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: November 26, 2013

Residential Tenancy Branch

