



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DEVON PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNR, MND, MNSD, MNDC, FF

Introduction

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

The landlord testified that he served the tenant with the notice of hearing on August 23, 2013, by registered mail. 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 a monetary order for unpaid rent, cost of cleaning and the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on August 01, 2012 and ended on August 19, 2013. The monthly rent was \$715.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$357.50.

The landlord filed a copy of the rent ledger indicating that the tenant owed \$405.00 for unpaid rent for August 2013. The landlord also filed a copy of the move out inspection report. During the hearing the landlord amended his monetary claim to reduce it. The amended claim consisted of unpaid rent for August (\$405.00), cleaning of the drapes (\$34.00) and the recovery of the filing fee (\$50.00),

Analysis

Section 26 of the *Residential Tenancy Act*, states that a tenant must pay rent when it is due under the tenancy agreement. In the absence of evidence to the contrary, I find that the tenant owes \$405.00 for August 2013 and accordingly I award the landlord this amount. I further find that the landlord is entitled to the cost of cleaning the drapes in the amount of \$34.00. Since the landlord has proven his case, he is entitled to the recovery of the filing fee of \$50.00.

Overall the landlord has established a claim of \$489.00. . I order that the landlord retain the security deposit of \$357.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$131.50. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

The landlord may retain the security deposit. I grant the landlord a monetary order in the amount of **\$131.50**.

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 29, 2013

Residential Tenancy Branch

