



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNR, 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 garbage removal and for the recovery of the filing fee. The landlord also applied to retain the security and pet deposits in partial satisfaction of the claim.

The landlord testified that he served the tenant with the notice of hearing on July 21, 2014, by registered mail, to the address provided by the tenant. The landlord filed a copy of the tracking slip. 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 garbage removal and cleaning and the filing fee? Is the landlord entitled to retain the deposits?

Background and Evidence

The landlord testified that the tenancy started on February 15, 2014 for a fixed term of one year. The monthly rent was \$1,250.00. Prior to moving in the tenant paid a security deposit of \$625.00 and a pet deposit of \$625.00. The rental unit consists of a suite on the upper level of a house. The basement is rented out to another tenant.

On June 29, 2014, the tenant informed the landlord by email that she would be moving out by August 01, 2014. The landlord filed a copy of this notice by email. The landlord testified that the tenant put a stop payment on her rent cheque for July and he informed her by email that he would be serving her with a notice to end tenancy for non payment of rent. On July 02, 2014 the landlord served the tenant with a ten day notice to end tenancy by posting the notice on the tenant's door. The landlord filed copies of the notice and the emails sent to the tenant.

On July 08, 2014, the occupant of the basement informed the landlord that the tenant had moved out and left the keys in the mail box. The landlord found the unit empty except for garbage and unwanted possessions of the tenant. The yard was unkempt and littered with dog faeces. The landlord filed photographs to support his testimony. The landlord also stated that the tenant took the microwave oven.

The landlord is claiming \$250.00 to replace the microwave oven, \$350 for garbage removal and \$200.00 for cleaning. The landlord is also claiming rent for July, the filing fee and to retain the security and pet deposits.

Analysis

Based on the undisputed sworn testimony of the landlord, photographs filed into evidence and in the absence of evidence to the contrary, I find that the tenant did not pay rent for July 2014 and accordingly the landlord is entitled to \$1,250.00.00. I further find that the landlord is entitled to his monetary claim to replace the microwave oven (\$250.00), remove garbage (\$350.00) and clean the rental unit (\$200.00). Since the landlord has proven his case, he is also entitled to the recovery of the filing fee of \$50.00.

Overall the landlord has established a claim of \$2,100.00. I order that the landlord retain the security and pet deposits of \$1,250.00 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 \$850.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order of **\$850.00**.

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 12, 2014

Residential Tenancy Branch

