



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS LTD
and [tenant name suppressed to protect privacy]

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, cleaning, garbage removal and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim.

The landlord testified that the tenant was served with the notice of hearing package on November 19, 2014 by registered mail to the address provided by the tenant. The landlord filed 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, cleaning, garbage removal and the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on February 01, 2014. The monthly rent is \$1,650.00 payable on the first of each month. Prior to moving in, the tenant paid a security deposit of \$825.00.

The landlord stated that the tenant fell behind on rent and filed a statement of accounts that shows that the tenant owed \$2,074.17 in unpaid rent. The tenant was served with a notice to end tenancy. The tenant moved out without informing the landlord. On October 14, 2014, the landlord found the unit vacant and a move out inspection was conducted that day. The report filed into evidence indicates that the unit was left in a dirty condition and the tenant had left behind some of her furniture and a mattress. The report also shows that a door and the baseboard were damaged. The landlord filed a receipt for the removal of the furniture and a mattress.

The landlord is claiming the following:

1.	Unpaid rent	\$2,074..17
2	Carpet cleaning	\$125.00
3.	Furniture and mattress removal	\$179.00
4.	Baseboard and door repair	\$100.00
5.	Filing fee	\$50.00
	Total	\$2,528.17

Analysis

In the absence of evidence to the contrary, I find that the tenant owed rent in the amount of \$2,074.17. Therefore, I find that the landlord is entitled to his claim for unpaid rent. The landlord filed a copy of the move out inspection report to prove his claim for the cost of cleaning and removal of items left behind by the tenant. I find that the landlord is entitled to his claim. 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 \$2,528.17. I order that the landlord retain the security deposit of \$825.00 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 \$1,703.17. 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 **\$1,703.17**.

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 30, 2015

Residential Tenancy Branch

