



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NPR LIMITED PARTNERSHIP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing was convened by way of conference call in response to the landlord's application a Monetary Order for unpaid rent; for an Order permitting the landlord to keep all or part of the tenant's security deposit; and to recover the filing fee from the tenant for the cost of this application.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*; served by registered mail on April 02, 2015. Canada Post tracking numbers were provided by the landlord in verbal testimony. The tenant was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for unpaid rent?
- Is the landlord permitted to keep all or part of the security deposit for unpaid rent and damages?

Background and Evidence

The landlord testified that this tenancy started on May 01, 2014 for a fixed term tenancy ending on April 30, 2015. The tenancy ended on February 18, 2015. Rent for this unit was \$650.00 per month due on the 1st of each month. The tenant paid a security deposit of \$325.00 on April 21, 2014. The tenant provided a forwarding address in writing to the landlord on March 25, 2015 and the landlord filed their application for Dispute Resolution on March 30, 2015.

The landlord testified that the tenant failed to pay rent for February, 2015 of \$650.00. A 10 Day Notice was served upon the tenant on February 03, 2015. As the tenant vacated the rental unit on February 18, 2015 the landlord has prorated the amount of rent claimed for February for the period the tenant lived in the unit. The landlord therefore claims \$417.86 in unpaid rent.

The landlord testified that the tenant failed to remove all her furniture from the unit. A couch, part of a computer desk and a child's bike were left in the unit. The landlord had to dispose of these items and seeks to recover the cost for this disposal of \$100.00. The landlord testified that she has not provided documentation showing the actual costs incurred to dispose of these items. The landlord has provided some photographic evidence; however, it is quite difficult to make out the images.

The landlord seeks an Order to keep the security deposit of \$325.00 to offset against the unpaid rent. The landlord also seeks to recover the filing fee of \$50.00 from the tenant.

Analysis

The tenant did not appear at the hearing to dispute the landlord's claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the

tenant, I have carefully considered the landlord's documentary evidence and sworn testimony before me.

With regard to the landlord's claim for unpaid rent; I refer the parties to s. 26 of the *Act* which states:

26. A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Consequently I am satisfied with the undisputed evidence before me that the tenant failed to pay rent for February, 2015 of \$650.00. As the landlord has limited their claim to 18 days of rent for February I find in favor of the landlord's claim to recover **\$417.86** in unpaid rent for February, 2015.

With regard to the landlord's claim for the removal and disposal of the tenant's abandoned belongings; I am satisfied from the evidence before me that the tenant did not remove all her belongings from the unit and after close examination of the photographic images sent in evidence I can make out that there is a couch, some other piece of furniture and a child's bike shown in this evidence; however, the landlord is required to provide evidence showing the actual cost to remove and dispose of these items and has failed to do so. I will therefore award the landlord a nominal amount of **\$50.00** to remove and dispose of these abandoned belongings.

As the landlords' claim has merit I find the landlords are entitled to recover the filing fee of **\$50.00** from the tenant pursuant to s. 72(1) of the *Act*.

I Order the landlord to keep the security deposit of \$325.00 pursuant to s. 38(4)(b) of the *Act*. This amount has been offset against the landlord's monetary claim.

Conclusion

I hereby issue a Monetary Order pursuant to s. 67 and 72(1) of the *Act* in the landlord's favor in the amount of \$192.86 under the following terms:

Item	Amount
Unpaid rent for February	\$417.86
Disposal of tenant's belongings	\$50.00
Retain Security Deposit	(-\$325.00)
Recover Filing Fee	\$50.00
Total Monetary Order	\$192.86

The landlord is provided with this Order in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: September 08, 2015

Residential Tenancy Branch

