



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MND; MNR; MNDC, MNSD; FF

Introduction

This is the Landlord's Application for Dispute Resolution seeking a Monetary Order for unpaid rent and damages; compensation for damage or loss under the Act, regulation or tenancy agreement; to retain the security deposit in partial satisfaction of his monetary award; and to recover the cost of the filing fee from the Tenant.

The Landlord gave affirmed testimony at the Hearing.

The Landlord testified that he served the Tenant with the Notice of Hearing documents and copies of his documentary and electronic evidence at the Tenant's work place on February 25, 2015. He stated that the Tenant's employer was present and witnessed service.

Based on the Landlord's affirmed testimony, I am satisfied that the Tenant was duly served with the Notice of Hearing documents. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in his absence.

Issues to be Decided

- Is the Landlord entitled to a Monetary Order, and if so, in what amount?

Background and Evidence

The Landlord gave the following testimony:

This tenancy began on February 27, 2014. Monthly rent was \$1,300.00, due the first day of each month. The Tenant paid a security deposit in the amount of \$650.00.

The Landlord's agent told the Landlord that she was unable to collect February, 2015, rent from the Tenant and that the Tenant was not answering his phone. The Landlord went to the rental unit and determined that the rental unit had been abandoned.

The Landlord went to the Tenant's place of employment on February 3, 2015, and left a message for the Tenant to call him. The Tenant called the Landlord and met him at the

rental property. The Tenant apologized for the mess and agreed to clean it up. The Tenant swept some of the garbage into the corners of the rooms and left bags of garbage at the rental unit.

The Landlord took 6 pickup trucks full of garbage, old tires, metal wood, cans, etc. from the rental property. The rental unit was not cleaned. The Landlord told the Tenant that if he signed a letter of agreement, the Landlord would accept \$500.00 and keep the security deposit. The Tenant told the Landlord that he would not pay anything or sign anything.

The Landlord remodeled the rental unit before the Tenant moved in, but it had to be repainted. The Landlord provided photographs of the rental unit taken at the end of the tenancy, the Condition Inspection Report, and copies of receipts.

The Landlord was able to re-rent the rental unit in mid-March, but does not seek loss of revenue for the portion of March when it was not rented.

The Landlord seeks a monetary award, calculated as follows:

Dumping fees	\$122.00
Paint and painting supplies	\$230.05
Cleaning supplies	\$84.13
Fuel for truck (to and from dump)	\$84.89
Cleaning bill	\$300.00
Unpaid rent for February, 2015	<u>\$1,300.00</u>
TOTAL	\$2,127.07

Analysis

I accept the Landlord's undisputed testimony with respect to the circumstances surrounding the end of the tenancy. I find that the Tenant did not give due notice to end the tenancy as required by Section 45 of the Act and that the Landlord is entitled to unpaid rent for the month of February, 2015, in the amount of \$1,300.00.

With respect to the remainder of the Landlord's claim, I find that the Landlord has provided sufficient documentary evidence to support his claim. Section 37 of the Act requires a tenant to leave a rental unit reasonably clean and undamaged except for reasonable wear and tear. I find that the Tenant did not comply with Section 37 of the Act and his portion of the Landlord's Application is also allowed as claimed.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of the Landlord's monetary claim.

The Landlord has been successful in his Application and I find that he is entitled to recover the cost of the \$50.00 filing fee from the Tenant.

I hereby provide the Landlord with a Monetary Order, calculated as follows as follows:

Monetary award, as claimed	\$2,127.07
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$2,177.07
Less security deposit	<u>- \$650.00</u>
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$1,527.07

Conclusion

I hereby grant the Landlord a Monetary Order in the amount of **\$1,527.07** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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 15, 2015

Residential Tenancy Branch

