



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

### **Introduction**

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

The landlord testified that on March 24, 2016, he served the tenant with the notice of hearing by registered mail. The landlord filed a copy of the tracking information which indicates that the tenant picked up the package later that same day and signed for it. 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 unpaid rent, the cost of cleaning and repairs and the filing fee?  
Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The landlord testified that the tenancy started on July 01, 2014. The monthly rent was \$900.00 per month due on the 1<sup>st</sup> of each month. Prior to moving in the tenant paid a security deposit of \$450.00 and a pet deposit of \$250.00.

The landlord testified that tenant failed to pay full rent for April 2015 and owed \$450.00 for that month. The tenant continued to occupy the rental unit until late June 2015 without paying rent. The landlord testified that overall the tenant owed rent in the amount of \$3,150.00 which consists of \$450.00 for April and \$900.00 for each of the months of May, June and July 2015.

The landlord stated that the tenant moved out on or about June 22, 2016 without informing him, leaving her pet cat behind. The landlord took the cat to a shelter and started the cleanup and repair work immediately. The landlord has filed an invoice for work done to prepare the unit for a new tenant. The total amount of the invoice is \$1,985.16 but the landlord is claiming \$1,000.00. The landlord testified that he advertised the availability of the rental unit in the local newspaper and online, but was unable to find a tenant for July 01, 2016.

The landlord has also applied for the recovery of the filing fee and to retain the security deposit and pet deposits in partial satisfaction of his claim.

### **Analysis**

Based on the undisputed testimony of the landlord, I find that the tenant failed pay rent for the time that she occupied the rental unit for the period of mid-April 2015 until she moved out on June 22, 2015. I find that the landlord is entitled to his claim for unpaid rent and loss of income for July 2015 in the total amount of \$3,150.00. Since the landlord has proven his case, he is also entitled to the filing fee of \$100.00.

Overall the landlord has established a claim of \$4,250.00. I order that the landlord retain the security deposit of \$450.00 plus the pet deposit of \$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 \$3,550.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord leave to retain the security and pet deposits. I also grant the landlord a monetary order in the amount of \$3,550.00.

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: September 14, 2016

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Residential Tenancy Branch