



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR MNSD FF

Introduction:

Only the landlord attended the hearing and gave sworn testimony. He said they served the 10 Day Notice to End Tenancy dated June 27, 2017 to be effective July 12, 2017 by posting it on the door and the Application for Dispute Resolution personally. He said the tenant vacated in response to the Notice on July 12, 2017. I find that the tenant was legally served with the documents according to sections 88 and 89 of the Act. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Section 67;
- b) To retain the security deposit to offset the amount owing; and
- c) To recover the filing fee pursuant to section 72.

Issue(s) to be Decided:

Is the landlord entitled to a Monetary Order for rental arrears and filing fee?

Background and Evidence:

Only the landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenancy commenced February 1, 2015, a security deposit of \$400 was paid and rent is currently \$825 a month. The landlord claims \$1147.25 for unpaid rent and damages. In the ledger this is shown as \$825 rent for June and \$412.50 rent for half of July 2017 plus \$309.75 for damages and cleaning on move-out (\$1547.25). The tenant signed permission on the move-out report for the landlord to apply her \$400 security deposit to the outstanding amount which was done. The balance remaining is \$1147.25 and the landlord requests a monetary order in this amount plus recovery of the \$100 filing fee.

The tenant did not submit any documents or attend the hearing to dispute the claim. On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis:

An Order of Possession is no longer necessary as the tenant vacated.

Monetary Order

I find that there are rental arrears and damages in the amount of \$1547.25 representing rental arrears from June until July 12, 2017 and including \$309.75 for cleaning. I find the damage claim was well supported by the invoice in evidence.

Conclusion:

I find the landlord is entitled to a monetary order as calculated below. I find the landlord is entitled to retain the security deposit to offset the rental amount owing and to recover filing fees paid for this application.

Calculation of Monetary Award:

Rent arrears June to July 12, 2017	1237.50
Damages – cleaning	309.75
Filing fee	100.00
Less security deposit	-400.00
Total Monetary Order to Landlord	1247.25

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 08, 2017

Residential Tenancy Branch