



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR MNDC MNSD FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for unpaid rent and loss pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to provide affirmed testimony and present evidence.

### Issues

Is the landlord entitled to a monetary award for unpaid rent and loss?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the landlord entitled to recover the filing fee for this application from the tenant?

### Background and Evidence

The tenancy began on August 1, 2014 with a monthly rent of \$810.00 payable on the 1<sup>st</sup> day of each month. The tenant paid a security deposit of \$375.00 and a key deposit of \$50.00 at the start of the tenancy which the landlord continues to hold. On September 7, 2017, the tenant notified the landlord by text message that he had vacated the rental unit.

The landlord submitted a "monetary order worksheet" which provides a breakdown of the landlord's claims totaling \$1,010.00 comprised of the following:

- \$810.00 in outstanding rent for the month of September 2017. The landlord testified the tenant did not pay rent for this month and the landlord was not advised the tenant vacated the rental unit until September 7, 2017 by text message. The tenant did not provide any notice that he was vacating prior to this date.
- \$200.00 expense incurred to remove garbage and furniture left behind by the tenant. The landlord testified that the tenant left behind most of his furniture and lots of garbage. The landlord testified that he could not find the receipt for the garbage removal expense but the actual cost was in excess of the amount claimed. Various pictures taken of the rental unit at the end of the tenancy were submitted.

The tenant testified that he was having financial problems and he had nobody to help solve them. He testified that the landlord would not return his calls. He tried contacting the landlord after being served with a 10 Day Notice to End Tenancy in the beginning of September 2017. He then moved out since he had been given a notice to vacate. He testified that he did not leave any garbage or furniture behind and that he moved all his belongings. He testified that the landlord previously accused him of leaving garbage in the rental unit which turned out to not be true.

### Analysis

Section 7 of the Act provides for an award for compensation for damage or loss as a result of a landlord or tenant not complying with this Act, the regulations or their tenancy agreement. Under this section, the party claiming the damage or loss must do whatever is reasonable to minimize the damage or loss.

I find the landlord is entitled to the claim for unpaid rent for September 2017. The tenant was required under the tenancy agreement to pay rent on September 1, 2017. The tenant was served with a Notice to End Tenancy for failing to pay rent. The fact that the tenant received a Notice to End Tenancy does not take away the tenant's obligation to pay rent. The tenant's allegation that the landlord would not return his calls also does not take away his obligation to pay the rent. The landlord is awarded \$810.00 for unpaid rent for the month of September 2017.

I also accept the landlord's testimony and supporting evidence that the tenant left his furniture and garbage behind in the rental unit. The photo evidence submitted by the landlord support this claim. Although the landlord did not submit a receipt, I accept the

landlord's claim that they suffered a loss of at least \$200.00 in removing the tenant's furniture and garbage left behind.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application for a total monetary award of \$1,110.00.

The landlord continues to hold a security deposit and key deposit in the total amount of \$425.00. Using the offsetting provisions of section 72 of the Act, I allow the landlord to retain the security deposit and key deposit in partial satisfaction of the monetary award.

Therefore, I find that the landlord is entitled to a Monetary Order in the balance of \$685.00.

#### Conclusion

Pursuant to section 67 of the *Act*, I grant the landlord a Monetary Order in the amount of \$685.00. 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: June 04, 2018

---

Residential Tenancy Branch