



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VI MOFFAT ENTERPRISES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *MNDL - S, MNRL- S, FFL*

Introduction

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

The landlord testified that on May 26, 2022, he served the tenant with the notice of hearing by registered mail to the forwarding address provided by the tenant. The landlord provided a tracking number. 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, cost of cleaning, repairs and the filing fee? Is the landlord entitled to retain the security and pet deposits?

Background and Evidence

The landlord testified that the tenancy started on January 20, 2021. The monthly rent was \$2,000.00 payable on the first of each month. Prior to moving in, the tenants paid a security deposit of \$975.00 and a pet deposit of \$975.00.

The landlord testified that the tenants failed to pay rent on March 01, 2022. On March 09, 2022, the landlord visited the rental unit and found 2 unknown persons occupying the rental unit. These individuals informed the landlord that the tenants had moved out and had handed the keys over to them. On March 11, 2022, the landlord regained possession of the unit and it was left in an unclean condition and required repairs.

The landlord's total claim for unpaid rent, cleaning, repairs and the filing fee is \$7,919.85. the landlord has filed evidence to support his claim.

During the hearing the landlord stated that he was willing to accept the security and pet deposits in full satisfaction of his monetary claim.

Analysis

Based on the undisputed testimony of the landlord, and documentary evidence filed by the landlord, I find that the landlord incurred a loss of income for three months in addition to costs for cleaning and repair, when the tenants moved out of the rental unit without notifying the landlord after handing over possession of the rental unit to their friends. The friends left the unit in an unclean and damaged condition.

The tenants were served with the notice of hearing and were informed of the landlord's monetary claim against them but chose not to attend the hearing. Accordingly, at the landlord's request, I allow the landlord to retain the security deposit and the pet deposit in full satisfaction of all claims against the tenant.

Conclusion

I grant the landlord leave to retain the security deposit and pet deposit in the total amount of \$1,950.00.

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*.

January 24, 2023

Residential Tenancy Branch