



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## DECISION AND REASONS

### Dispute Codes:

*OPR, MNR, MNSD, MNDC, FF*

### Introduction

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

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Since the tenant moved out sometime prior to July 27, 2009, the landlord withdrew his application for an order of possession. Therefore, this hearing only dealt with the landlord's monetary claim for loss of income, unpaid rent, the filing fee and to retain the security deposit.

### Issues to be decided

Did the tenant provide proper notice to end the tenancy? Is the landlord entitled to a monetary order to recover unpaid rent and the filing fee? Is the landlord entitled to retain the security deposit?

### Background and Evidence

The landlord testified that the tenancy started on January 15, 2009. The monthly rent was \$500.00. The tenant paid a security deposit in the amount of \$250.00. Since the tenant was in school, the landlord agreed to allow the tenant to pay rent in two instalments of \$250.00 each.

The landlord stated that the tenant fell behind on payments and made the last payment on May 27, 2009 with an outstanding balance of \$100.00. The tenant did not pay any

rent since then and owes rent for June, July and August. On July 08, 2009 the landlord served the tenant with a ten day notice to end tenancy.

The landlord did not hear back from the tenant and therefore filed this application on July 21, 2009. On July 27, 2009, a resident of the neighbouring apartment complained to the landlord about a foul odour emanating from the dispute suite. The landlord checked with the local power supply company and learned that the power supply was disconnected.

Shortly after, the landlord visited the apartment and found that the refrigerator door was left open, without power and filled with rotting food. There was vomit on the carpets. The landlord incurred a cost in excess of \$700.00 to clean, deodorize and disinfect the apartment. The items in the apartment that were salvageable were placed in water proof bags and placed on the outside covered balcony.

The tenant returned on August 10, 2009 to find the suite cleared of her possessions. She stated that she lost most of her belongings and has filed a list of items with a dollar value of each item, for a total of \$3286.41. The tenant admitted that she had left the apartment, mid July, to visit friends in a different city. She spent more time away than she initially planned to and returned on August 10, 2009.

The tenant stated that she did not contact the landlord as her cell phone lost charge and she did not have her charger with her. In addition, the tenant stated that the last time she spoke with the landlord, he swore at her and therefore she did wish to make contact him.

The tenant admitted to owing rent for May, June and July but argued that since she did not live in the unit in August, she did not owe rent for August. The tenant also admitted to having left the refrigerator full of food with no power supply and to the presence of vomit in the apartment.

The landlord is claiming unpaid rent in the amount of \$1,600.00 which consists of \$100.00 for May and \$500.00 each for the three months of June, July and August. The

landlord is also claiming the recovery of the filing fee and to retain the security deposit in partial satisfaction of his claim.

### **Analysis**

Based on the sworn testimony of the both parties, I accept the landlord's evidence in respect of the claim. I find that the tenant owes rent in the amount of \$100 for May and full rent for the months of June, July and August for a total of \$1,600.00.

Since the landlord has proven his case, he is also entitled to the filing fee of \$50.00.

I order that the landlord retain the security 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 \$1,400.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord a monetary order for **\$1,400.00**

Dated September 09, 2009.

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Dispute Resolution Officer