



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

Dispute Codes      MND, MNR, MNSD, MNDC

### Introduction

This hearing was convened in response to an application filed by the landlord seeking:

1. A monetary order for unpaid rent;
2. A monetary order for damage and/or compensation;
3. An order to be allowed to retain the security deposit; and
4. A monetary order to recover the filing fee paid for this application.

The tenants did not appear. The landlord gave evidence that the tenants were personally served with the Application for Dispute Resolution hearing package on May 29, 2010. Based on this evidence I am satisfied that the tenants were duly served.

The landlord gave evidence under oath.

### **Summary of Background**

The landlord testified that this tenancy began on or about December 1, 2006. The tenants vacated the rental unit on or about May 3, 2010 without paying May's rent of \$832.00 plus arrears from April of \$64.00 and without giving notice. The landlord testified that the rental unit was not cleaned, there was considerable damage to the drywall and blinds, the tenants did not return the keys and the locks had to be changed. Further the tenants left behind garbage and other debris which had to be removed. The landlord submitted photographs of the rental unit and the condition inspection report.

The landlord seeks rent for May, cleaning and repair costs. In the application for dispute resolution the landlord claimed \$1,618.73 which sum reflects the balance of the claim less the security deposit of \$400.00 plus \$12.27 interest.

### **Analysis and Findings**

The Act requires a tenant to give 30 days' written notice prior to vacating a rental unit. In absence of the tenants' evidence to the contrary, I will rely on the landlord's evidence and find that the tenant vacated the rental property on or about May 3, 2010 without

giving notice and without paying May's rent or April's arrears. I therefore find that the landlord is entitled to recover rent for \$896.00.

With respect to the balance of the landlord's claims for general cleaning, steam cleaning the carpets, washing walls, changing the locks, removing debris, repairing blinds and drywall I will allow the total of \$722.73.

Having been successful in this application I will also allow the landlord \$50.00 to recover the filing fee.

Having made a monetary award in favour of the landlord i will allow the landlord to retain the security deposit.

### Conclusion

I will make an Order in favour of the landlord as follows:

Rental Arrears and May's rent	\$896.00
Cleaning/repairs etc.	722.73
Filing Fees for the cost of this application	50.00
Less Security Deposit and interest	-412.27
<b>Total Monetary Award in favour of Landlord</b>	<b>\$1256.46</b>

The landlord is provided with a formal Order in the above terms. The tenant must be served with a copy of the order as soon as possible. Should the tenant fail to comply with the Order the Order may be filed an enforced as an Order of the Provincial Court of British Columbia.

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