



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ALLIE LAU REALTY LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **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 for a monetary order for unpaid rent, unpaid utilities, cost of cleaning and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her monetary claim.

The notice of hearing was served on the tenant on September 19, 2016 by registered mail to the rental unit. The landlord filed copies of the tracking slips. 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.

The landlord testified that the tenant moved out on September 30, 2016 and that prior to moving out the tenant had requested the landlord to arrange for cleaning. Since the tenant has moved out, the landlord withdrew her application for an order of possession. Therefore, this hearing only dealt with the landlord's monetary claim.

### **Issues to be decided**

Is the landlord entitled to a monetary order to recover unpaid rent, unpaid utilities, cost of cleaning, the filing fee and to retain the security deposit?

### **Background and Evidence**

The tenancy started on March 01, 2016. The rent was \$2,400.00 due in advance on the first of each month. Prior to moving in, the tenant paid a security deposit of \$1,200.00.

The landlord testified that the tenant failed to pay full rent for September 2016 and owed \$850.00. On September 07, 2016, the landlord served the tenant with a ten day notice to end tenancy for unpaid rent in this amount. The tenant did not dispute the notice, did not pay rent and moved out on September 30, 2016.

The landlord is claiming \$850.00 for unpaid rent, \$184.62 for unpaid utilities plus \$472.50 for the cost of cleaning. The landlord filed adequate documents to support her monetary claim. During the hearing the landlord requested me to allow her to keep the security deposit in full settlement of her monetary claim against the tenant.

### **Analysis**

Based on the undisputed sworn testimony of the landlord and in the absence of evidence to the contrary, I accept the landlord's testimony in respect of his claim. I find that the tenant owes rent in the amount of \$850.00 and utilities in the amount of \$184.62. The landlord testified that the tenant requested her to take care of cleaning the rental unit which she did and the cost to do so was \$472.50. Since the landlord has proven her case, she is also entitled to the recovery of the filing fee of \$100.00.

The landlord has established a total claim of \$1,607.12. At the landlord's request, I allow the landlord retain the security deposit of \$1,200.00 in full and final settlement of all monetary claims against the tenant.

### **Conclusion**

The landlord may retain the security deposit of \$1,200.00.

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*.

Dated: November 14, 2016

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Residential Tenancy Branch