



Dispute Resolution Services

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

Decision

Dispute Codes: MNR, MND, MNSD, FF

Introduction

This hearing dealt with an application from the landlord for a monetary order as compensation for unpaid rent and repair to damages in the unit, retention of the security deposit in partial satisfaction of the claim, and recovery of the filing fee for this application. Both parties participated in the hearing and gave affirmed testimony.

Issue to be Decided

- Whether the landlord is entitled to a monetary order under the Act

Background and Evidence

Pursuant to a written residential tenancy agreement, the month-to-month tenancy began on September 1, 2008. The tenant's portion of rent in the amount of \$296.00 was payable in advance on the first day of each month, and a security deposit of \$280.00 was collected on August 25, 2008. A move-in condition inspection and report were completed on September 2, 2008.

As a result of the landlord's concerns about disturbances in the unit, the landlord issued a 1 month notice to end tenancy for cause. Reasons shown on the notice for its issuance are as follows:

Tenant has engaged in illegal activity that has, or is likely to:

- damage the landlord's property

- adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord

Tenant has caused extraordinary damage to the unit/site or property/park

Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so

The landlord submitted into evidence a copy of the 1 month notice dated November 12, 2008.

Following this, the tenant failed to pay rent for the month of December 2008.

Accordingly, the landlord issued a 10 day notice to end tenancy for unpaid rent. The landlord submitted into evidence a copy of the 10 day notice dated December 10, 2008.

Analysis

Based on the documentary evidence and testimony of the parties, I find that the tenant was served with a 1 month notice to end tenancy for cause, and a 10 day notice to end tenancy for unpaid rent. The tenant did not pay the outstanding rent or dispute either notice within the prescribed times. A Pre Move-Out Assessment report of the unit was completed on December 3, 2008. The tenant vacated the unit on December 22, 2008, and did not inform the landlord in writing of her forwarding address. In the absence of the tenant, a final move-out condition inspection and report were completed on December 31, 2008.

During the hearing the tenant acknowledged receiving a copy of the landlord's submissions which included the Pre Move-Out Assessment report and the move-in / move-out condition inspection reports. The tenant challenged none of the items or costs identified in the landlord's application for a monetary order with the exception of one: the replacement itself and associated costs for replacement of the damaged bathroom door in the amount of \$126.33.

In this regard the tenant noted that while the Pre Move-Out Assessment report dated December 3, 2008 made no mention of this damage, it was included in the final move-out condition inspection report dated December 31, 2008.

In relation to this particular matter, section 32(3)&(4) of the Act provide as follows:

32(3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

(4) A tenant is not required to make repairs for reasonable wear and tear.

The tenant acknowledged that she had access to the unit by way of keys originally issued to her up until December 22, 2008 when she vacated the unit. The landlord stated that the locks / keys to the unit were changed on December 23, 2008. While it is uncertain precisely when the subject damage occurred, on a balance of probabilities I find that the damage was done during the period when the tenant was still an occupant and responsible for the condition of the unit. Clearly, the pictures submitted into evidence show a bathroom door damaged beyond "reasonable wear and tear."

As for the monetary order, I find that the landlord has established a claim of \$1,327.83. This is comprised of unpaid rent of \$296.00 for December 2008, cost for carpet cleaning of \$136.50, cost for "extra" cleaning required in the unit of \$75.00, cost for replacement of remote control access to parking of \$50.00, cost for replacement of keys of \$6.00, cost for repair / replacement of front door and frame of \$588.00, cost for replacement / installation of bathroom door of \$126.33, and recovery of the \$50.00 filing fee for this application. I order that the landlord retain the security deposit of \$280.00 plus interest of \$1.48, and I grant the landlord a monetary order under section 67 of the Act for the balance due of \$1,046.35 (\$1,327.83 - \$281.48).

Conclusion

I hereby grant the landlord a monetary order under section 67 of the Act for **\$1,046.35**.

This order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: March 27, 2009

Dispute Resolution Officer