

## DECISION

This hearing was convened in response to applications by the tenant and by the landlord.

The tenant's application is to cancel a One Month Notice for Cause, and also seeks a monetary order in the amount of \$300 for reasons unspecified.

The landlord's application is for an Order of Possession for cause, and a monetary order in the amount of \$300 for damage to the unit, and for money owed or compensation for damage or loss under the act, regulation or tenancy agreement, and to keep all or part of the security deposit, in partial satisfaction of the monetary claim.

Despite having been served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. Therefore, the tenant's application is dismissed.

The landlord's application proceeded on its merits. At the outset of the hearing the landlord advised the tenant had vacated the rental unit on April 28, 2009, and they have confirmation of such.

As the tenants have moved from the rental unit, this decision will only deal with matters pertaining to the landlord's monetary claim.

The tenancy began on June 1, 2008. At the outset of the tenancy the landlord collected a security deposit in the amount of \$325 which the landlord still retains.

As to the landlord's monetary claim, the undisputed testimony of the landlord is that the tenant has caused damage to the aluminium siding adjacent to the tenant's unit, as it has been punctured by screws. Also, the landlord claims the tenant damaged the sliding patio door of the rental unit. The landlord provided photographs of some of the damage of the siding referenced in the application. The photographs were primarily in support of the *cause* for the Notice to End Tenancy, but there are two (2) photographs showing several points of entry by screws. As such, these photographs are not themselves sufficient evidence to qualify costs associated with remediation of the purported damage to the siding, and no evidence was supplied in respect to the

damage of the door. Therefore, I dismiss this portion of the landlord's claim with leave to reapply. The landlord still holds the tenant's security deposit of \$325.

As the landlord was not successful in their application, I decline to grant the landlord recovery of the filing fee.

Dated April 30, 2009.