

# 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, SS, FF.

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for orders as follows:

- An order of possession, pursuant to section 55;
- A monetary order for unpaid rent, pursuant to section 67;
- An order to retain the security deposit to recover the cost of repairs, pursuant to Section 38;
- An order to recover the cost of the filing fee, pursuant to section 72.

The notice of hearing dated March 18, 2009 was served on the tenant on April 30, 2009, by registered mail to the tenant's place of work. The landlord filed a receipt with a tracking number which indicates that the tenant received the notice of hearing. 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 advised me that the tenant had moved out on March 29, 2009 and therefore the landlord withdrew the portion of his application that dealt with a request for an order of possession.

### **Issues to be decided**

Is the landlord entitled to a monetary order to recover unpaid rent, retain the security deposit for repair costs and recover the filing fee?

### **Background and Evidence**

The landlord testified that the tenancy started on February 01, 2008. The monthly rent is \$1500.00 due in advance on the first of each month. Prior to moving in, the tenant paid a security deposit in the amount of \$750.00.

The tenant failed to pay rent for the month of March 2009 and on March 14, 2009; the landlord served the tenant with a ten day notice to end tenancy. The tenant moved out on March 29, 2009 without paying rent for March. The unit was re rented on May 01, 2009.

The landlord stated in his written submission, that upon visiting the property after the tenant had moved out, it was very clear that the tenant had caused deliberate damage to the rental unit which required repair.

The landlord is claiming the following:

1.	Garbage removal	\$400.00
2.	Repair and painting of walls	\$350.00
3.	Carpet cleaning	\$195.99
4.	Cleaning	\$100.00
5.	Installing smoke detector and fan	\$100.00
6.	Repair glass of stove	\$250.00
7.	Rent for March 2009	\$1500.00
8.	Loss of income for half of April	\$750.00
	Total	<b>\$3645.99</b>

The landlord did not provide any photographs of the damage to the rental unit and has filed one receipt for garbage removal in the amount of \$400.00. The landlord has also filed an estimate to repair the glass of the stove in the amount of \$250.00 and stated that the tenant had also damaged the garage door and other locks, for which he did not have an estimated cost of repairs.

The landlord stated that the above work was completed by April 20, 2009, but the receipts were not available in time, to mail to the respondent. On the day after the hearing, the landlord submitted receipts by facsimile.

The receipts verify that repair work was carried out in the first two weeks of April 2009 but are in different amounts from what the landlord has claimed in his original application. Most receipts are dated prior to April 15 and should have been available in time to be sent to the respondent.

### **Analysis**

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of the claim. I find that the landlord is entitled to \$1500.00 for unpaid rent for March and loss of income of \$750.00 for April. I also find that the landlord is entitled to the cost of repair and cleaning in the amounts that he has claimed in his application. These amounts were sent to the respondent in the notice of hearing package. The landlord is also entitled to the filing fee.

The landlord has established a claim of \$3695.99 which includes the filing fee. I order that the landlord retain the security deposit of \$750.00 and interest of \$10.30 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 \$2935.69. 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 in the amount of **\$2935.69**.

Dated May 14, 2009.

Dispute Resolution Officer