



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNR, MNSD

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a Monetary Order to recover unpaid rent and a Monetary Order to keep all or part of the security deposit plus any accrued interest towards damages to the rental unit.

The landlord served the tenant by registered mail on May 01, 2009 with a copy of the Application and Notice of Hearing. The tenants have moved from the rental unit and provided a forwarding address to the landlord. The tenant was not located at the address provided. However as this was the forwarding address given by the tenant I find that the tenant was properly served pursuant to s. 89 of the *Act* with notice of this hearing and the hearing proceeded in the tenants' absence.

The landlords appeared, were provided the opportunity to present their evidence orally, in written form, documentary form and make submissions to me.

Issues(s) to be Decided

- Are there arrears of rent and if so, how much?
- Is the landlord entitled to keep all or part of the security deposit and interest to pay for damages to the rental unit?

Background and Evidence

This tenancy started on November 01, 2007. Rent was \$500.00 per month payable on the 1st of each month. The tenants paid a security deposit of \$250.00 on October 31, 2007.

The landlords had a hearing for Dispute Resolution with the tenant on February 12, 2009 and were given an Order of Possession. Due to this the tenancy ended on March 09, 2009. However, the tenant did not pay rent for March and the landlords were unable to rent the unit out during this month. They have requested a Monetary Order to recover the rent due for March of \$500.00.

The landlords supplied photographic evidence of damage done to the rental unit. These consist of holes in the wall by the stairs which require filling and painting, floor trim missing between the hallway and bathroom and the kitchen and living room, a fist size hole in the bedroom wall, which requires filling and painting and a crack to the vinyl siding near the front door. The landlords had purchased the property from the previous owner and were not aware if a move in condition inspection report had been completed. They testify that the house was in good condition when they purchased it and this damage has been done by the tenant.

Analysis

As there is no condition inspection report in place the burden of proof falls on the landlord to determine that it was the tenant who caused the damage to the rental unit. The landlords have requested to keep all of the tenants' security deposit to pay for the damage. The landlords have not provided any estimates from independent contractors to determine the cost of the repairs and no estimates have been provided for the cost to the landlords if they were to carry out these repairs for themselves. Therefore, I find that the landlords are not entitled to keep all of the tenants' security deposit but a Monetary Order for \$100.00 will be awarded for the repairs. The security deposit and accrued interest (\$4.72) can be kept by the landlords in partial payment towards the rent arrears and damage to the rental unit.



Dispute Resolution Services

Page: 3

Residential Tenancy Branch
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The tenant did not vacate the rental unit until March 12, 2009; therefore I find that he owes rent for March to the sum of \$500.00.

A Monetary Order will be awarded for the following sum:

Rent owed for March, 2009	\$500.00
Less security deposit plus accrued interest	(-\$254.72)
Total	\$345.28

Conclusion

A Monetary Order in the amount of **\$345.28** has been issued to the landlords and a copy of it must be served on the tenant. If the amount of the order is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an order of that court.

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: May 19, 2009.

Dispute Resolution Officer