



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF (MNDC)

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession, a Monetary Order to recover unpaid rent, an Order to keep all or part of the security deposit in partial payment of outstanding rent and a Monetary Order to recover the filing fee. The Landlord stated at the outset that the tenant has moved out of the property. Therefore, they withdraw their request for an Order of Possession but request an addition to their application to recover damages to the rental unit which have come to light since the tenants have moved out.

The landlord served the tenant by hand on April 08, 2009 with a copy of the Application and Notice of Hearing. 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 landlord appeared, was provided the opportunity to present his evidence orally, in written form, documentary form and make submissions to me.

### Issues(s) to be Decided

- Is the landlord entitled to compensation for damages and if so how much?
- 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?
- Whether the landlord is entitled to a Monetary Order to recover the filing fee?

## Background and Evidence

This tenancy started on August 01, 2007. A security deposit of \$375.00 was paid on the same day. Rent was \$775.00 due on the 1<sup>st</sup> of each month. The landlord testifies that the tenant moved out of the rental unit on April 12, 2009 and owes rent for April of \$775.00. A move in condition inspection report was carried out at the beginning of the tenancy and the tenant has not been available to complete a move out condition report with the landlord. The landlord has completed a report in the tenants' absence. Since the tenant has moved out the landlord has found damage to the suite. The bathroom door had to be replaced due to holes, the vertical blinds were replaced. The suite also had to be repainted and cleaned and the landlord has disposed of some personal belongs that were abandoned and removed garbage from the suite. The landlord was able to give a costing for these items and is not charging for the labour costs involved in repainting the unit and replacing the door and blinds. The total cost is \$870.00. This consists of \$650.00 for cleaning, repainting and replacing some hardware and vertical blinds, \$60.00 for a new bathroom door, 8 hours of cleaning and garbage removal at \$20.00 per hour.

The landlord has requested to keep the Tenants security deposit in partial payment towards the outstanding rent and damages and to recover their filing fee for the cost of these proceedings.

## Analysis

In the absence of any evidence from the tenant, I find that the landlord is entitled to recover April rent arrears of \$775.00. As the landlord has been able to provide a breakdown of the costs involved in the repairs, decorating and cleaning of the rental unit, I also find, pursuant to s. 67 of the *Act*, that the Landlord is entitled to recover the

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cost of the damages to the rental unit to the amount of \$870.00. As the Landlord has been successful in this matter, he is also entitled to recover his \$50.00 filing fee for this proceeding.

I order the Landlord pursuant to s. 38(4) of the *Act* to keep the Tenant's security deposit in partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as follows:

Rent arrears for April	\$775.00
Filing fee	\$50.00
Less security deposit	(-\$383.02)
Total	<b>\$1,311.98</b>

## Conclusion

A Monetary Order in the amount of **\$1,311.98** has been issued to the landlord 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 20, 2009.

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Dispute Resolution Officer