

Dispute Codes:

MNR

MND

MNSD

FF

Introduction

I have been delegated the authority under Section 9.1 of the *Residential Tenancy Act* (the “Act”) to hear this matter and decide the issues.

I reviewed the evidence provided prior to the Hearing. The Landlord’s agent and the Tenant gave affirmed evidence and the Hearing proceeded on its merits.

Issues to be Decided

This is the Landlord’s application for a Monetary Order for unpaid rent and damages; to keep the security deposit paid by the Tenants; and to recover the filing fee from the Tenants for the cost of filing the application.

Background and Evidence

The Tenancy started on July 24, 2008 and ended on December 15, 2008. The monthly rent was \$700.00 per month, due on the first day of each month. The Tenant paid a security deposit to the Landlord in the amount of \$350.00 together with a key deposit in the amount of \$100.00 on October 24, 2008. There was no move-in or move-out inspection done. The Landlord re-rented the rental unit on January 1, 2009.

Landlord's testimony and evidence

The Landlord gave the following testimony:

- The Landlord served the Tenants with the Notice of Hearing Documents by registered mail.

- The Tenants moved out of the rental unit, without proper notice on December 15, 2008. The Tenants did not pay rent for the month of December.
- The Tenants damaged the rental unit by breaking the glass on an exterior door, damaging the plumbing, removing the towel and toilet paper racks in the bathroom, and damaging some interior doors. The Tenants did not clean the rental unit before vacating.

Tenant's testimony and evidence

The Tenant gave the following testimony:

- The Landlord and Tenants had agreed to end the tenancy and that the Tenants would only pay rent for ½ of December. The Tenants did not pay any rent for December.
- There was nothing wrong with the plumbing when the Tenants moved out of the rental unit, but the toilet had been leaking since they moved in.
- The Tenants broke the glass on the exterior door.
- The closet doors were off their hinges when the Tenants moved in to the rental unit.
- The towel rack and the toilet paper holder fell off the wall because they were not properly anchored when they were installed.

Analysis

The Act requires a landlord to perform a move-in and move out inspection with a tenant. There was no move-in or move-out inspection done and therefore no documentation to prove the state of the rental unit when the Tenants moved in, or when they moved out. Therefore, I will only allow the damages that the Tenant admits to responsibility for.

During the Hearing, the Landlord agreed that he had made arrangements with the Tenants to pay only ½ a month's rent for December. The Tenants failed to pay any rent at all for the month of December.

The Landlord provided a receipt in the amount of \$262.40 for labour and materials used to replace the laminated safety glass in the exterior door.

The Landlord has established a monetary claim, which meets the criteria under section 72(2)(b) of the Act to be offset against the Tenants' security deposit and key deposit. The Landlord has been partially successful in his application and is entitled to recover the filing fee from the Tenants. The Landlords have established a Monetary Order, as follows:

Unpaid Rent for half of December, 2008	\$350.00
Cost of fixing the exterior door	\$262.40
Filing fee	50.00
Sub total (Monetary Order in favor of the Landlord)	\$662.40
Less Deposits of \$450.00 plus interest of \$1.20	- 451.20
TOTAL OFF-SET AMOUNT DUE TO THE LANDLORD	\$211.20

Conclusion

I HEREBY FIND in favor of the Landlord's monetary claim in the amount of \$211.20 against the Tenants. The monetary Order must be served on the Tenants and may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an order of that Court.

Dated: July 6, 2009.
