

Dispute Codes:

MND

MNR

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.

This is the Landlord’s application for a Monetary Order for damage to the unit and unpaid rent; to keep the security deposit; and to recover the cost of the filing fee from the Tenant.

I reviewed the evidence provided prior to the Hearing. The Landlord gave affirmed testimony and the Hearing proceeded on its merits.

Preliminary Matter

At the onset of the Hearing, the Landlord withdrew his application for unpaid rent for the month of May, 2009.

Issues to be Decided

- Is the Landlord entitled to a monetary order for damages?
- Is the Landlord entitled to retain the security deposit paid by the Tenant?

Background and Evidence

Landlord’s testimony and evidence

The Tenant abandoned the rental unit at the end of April, 2009. The Tenant provided the Landlord with a forwarding address and one of the two keys to the rental unit at the

beginning of May, 2009. On May 15, 2009, the Landlord mailed the Tenant the Notice of Hearing package, via registered mail, to the Tenant's forwarding address. The Landlord provided copies of the receipts and tracking number for the documents.

The rental unit is a 5 bedroom house. The monthly rent was \$900.00. The Tenant paid a security deposit in the amount of \$450.00 on March 1, 2009. The Tenant did not clean the carpets before vacating the house, and they were extremely dirty. The Tenant damaged the drywall in one of the bedrooms and broke a window in another bedroom. The Landlord provided a copy of an invoice for the cost of repairing and painting the wall, replacing the broken window, removing garbage and steam cleaning the carpets. The Landlord paid the invoice, in the amount of \$840.00 and requested a monetary award in that amount. The Landlord asked to retain the security deposit in the amount of \$450.00 in partial satisfaction of the Landlord's monetary claim.

Analysis

I accept the Landlord's testimony that he served the Tenant with the Notice of Hearing package by registered mail on May 15, 2009. Section 90(a) of the Act deems service of documents by mail to be effected 5 days after mailing the documents. Therefore, I find that the Tenant was served with the Notice of Hearing documents on May 20, 2009. Despite being served, the Tenant did not sign into the conference and the Hearing proceeded in the Tenant's absence.

Based on the undisputed evidence of the Landlord, I find that the Landlord has established a monetary claim in the amount of \$840.00. Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of his claim.

The Landlord has been successful in his application and is entitled to recover the cost of the filing fee from the Tenant.

The Landlord has established a monetary order, as follows:

Cost of cleaning the carpets, repairing and painting the wall, replacing the window and removal of garbage	\$840.00
Filing fee	50.00
Subtotal	<u>\$890.00</u>
Less security deposit	<u>-\$450.00</u>
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$440.00

Conclusion

The Landlord's application for a monetary order for unpaid rent is dismissed as abandoned.

Pursuant to Section 67 of the Act, I hereby grant the Landlord a Monetary Order against the Tenant in the amount of \$440.00. This Order must be served on the Tenant and may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an Order of that Court.

Dated: August 25, 2009.
