

## **DECISION**

**Dispute Codes:** MNR, MND, MNDC, MNSD and FF

### **Introduction**

This application was brought by landlord seeking a Monetary Order for unpaid rent, loss of rent, damages to the rental unit and recovery of the filing fee for this proceeding. In addition, I have exercised my discretion under section 64(3) of the *Act* to amend the application to include a request for authorization to retain the security deposit in set off against any balance owed.

### **Issue(s) to be Decided**

This application requires a decision on whether the landlord is entitled to a Monetary Order for the amounts claimed and authorization to retain the security deposit in set off.

### **Background, Evidence and Analysis**

This tenancy began on January 15, 2007. Rent was \$550 per month and the landlord holds a security deposit of \$275 paid on or about January 15, 2007.

The tenancy ended on April 30, 2009 pursuant to a Notice to End Tenancy for cause served on February 27, 2009 and setting an end tenancy date for March 31, 2009. The notice was served following a brawl between occupants of the subject rental unit and the neighbouring unit which resulted in two broken windows and the use of pepper spray.

During the hearing, the landlord submitted the following claims with receipts, and I find as follows:

**Unpaid rent - \$1,100.** The landlord gave uncontested evidence that, after receiving the notice to end, the tenant did not pay the rent for March or April of 2009. This part of the claim is allowed in full.

**Replacement of locks - \$42.11.** The landlord stated that not all keys were returned on April 30, 2009 and it therefore became necessary to replace the mailbox lock and key. The tenant stated that some keys had been returned on April 30, 2009. I find the landlord's claim valid and allow the full amount.

**Cleaning - \$215.19.** Based on photographic evidence and a receipt, I find that this claim is allowed in full.

**Drywall repairs, painting, bi-fold doors and blind replacement - \$952.61.** This is a claim for \$907.24 plus 5 percent GST, resulting from the need to repair three holes in the drywall, repaint, and repair or replace a number of items, the largest being the bi-fold door and the blinds. The tenant contested the portions pertaining to the bi-fold door and the blinds, stating that those items had been broken or missing at the beginning of the tenancy. The landlord stated that she had taken over management of the rental unit after the tenancy began, did not have a move-in inspection report and did not have first hand knowledge as to the state of the items in question at the start of the tenancy.

Therefore, I give the benefit of the doubt to the tenant and deduct \$100 for the bi-fold door and \$40 for the blinds from the landlords claim: (\$952.61 - \$140 = \$812.61).

**Filing fee - \$50.** As the application has succeeded, I find that the landlord should recover the filing fee for this proceeding from the tenant.

Therefore, including authorization to retain the security deposit plus interest again the balance owed, I find that the tenant owes to the landlord an amount calculated as follows:

March 2009 rent	\$ 550.00
April 2009 rent	550.00
Lock replacement	42.11
Cleaning	215.19
Painting, repairs to drywall, etc.	812.61
Filing fee	50.00
Sub total	\$2,219.91
Less retained security deposit	- 275.00
Less interest	- 8.16
<b>TOTAL</b>	<b>\$1,936.75</b>

## Conclusion

Thus, in addition to authorization to retain the security deposit, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for \$1,936.75 for service on the tenant.