

Decision

Dispute Codes: MND, MNSD, FF

Introduction

This hearing dealt with an application from the landlord for a monetary order for compensation for damage to the unit, retention of the security deposit, and recovery of the filing fee. Agents for the landlord participated in the hearing and gave affirmed testimony. Despite being served by way of registered mail with the application for dispute resolution and notice of hearing, the tenant did not appear.

Issues to be decided

- Whether the landlord is entitled to any or all of the above under the Act

Background and Evidence

Pursuant to a written residential tenancy agreement, the month-to-month tenancy began on December 1, 2004. By the end of tenancy, the tenant's portion of rent in the amount of \$309.00 was payable in advance on the first day of each month. A security deposit of \$280.00 was collected on November 29, 2004, and a move-in condition inspection and report were completed on November 30, 2004.

The landlord issued a 1 month notice to end tenancy for cause dated August 8, 2007. A copy of the notice was submitted into evidence. The reason shown on the notice for its issuance is "Tenant is repeatedly late paying rent." Subsequently, a move-out condition inspection was scheduled for October 1, 2007, however, the tenant did not attend. In the result, a move-out condition inspection and report were completed by the landlord's agent without the participation of the tenant. Upon vacating the unit, the tenant did not inform the landlord of her forwarding address; however, recently the tenant provided a forwarding address during the course of her contact with the landlord about another matter.

Analysis

As for the monetary order, based on the documentary evidence and undisputed testimony of the landlord's agents, I find that the landlord has established a claim of \$807.37. This is comprised of \$171.67 for carpet cleaning, \$465.00 for painting, \$20.00 for replacement of mail lock & key, \$100.70 for rubbish removal, in addition to the \$50.00 filing fee. I order that the landlord retain the security deposit of \$280.00 plus interest of \$9.91, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$517.46 (\$807.37 – \$289.91).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of **\$517.46**. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: December 29, 2009

Dispute Resolution Officer