



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

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

Introduction

This hearing was convened upon joint applications filed by both the landlord and the tenant.

The landlord's application seeks:

1. A monetary order pursuant to Section 67;
2. An Order to retain the security and/or pet deposit pursuant to Section 38; and
3. An Order to recover the filing fee pursuant to Section 72.

The tenant's application seeks:

1. Return of all or part of the damage deposit or security deposit; and
2. Other.

I am satisfied that the tenant was served with the landlord's application by way of registered mail.

The tenant did not appear. The landlord was given full opportunity to be heard, to present evidence and to make submissions.

On the basis of the solemnly sworn evidence presented at the hearing a decision has been reached.

Background and Findings

The landlord has applied for \$135.37 plus and recovery of the filing fee. The landlord testified that this tenancy ended when the tenant gave 30 days writing notice to vacate. The landlord testified that he gave notice to the tenant too in the form of a 2 month notice to vacate for landlord's use but he was not aware that the tenant had already given her own notice.

In his application the landlord calculates his request for a monetary order as follows:

Last months' rent owing to tenant	\$750.00
Deposit and Interest owing to Tenant	380.63
Outstanding Terasen Gas Bill	-50.12
Damaged bedroom blinds	-11.17
Halogen Light Bulb replacement 2 kitchen/1 hallway)	-23.46
Damage to carpet	-1,181.25
	(\$135.37)

The landlord testified that the tenant vacated without paying the gas bill, that she left 3 burnt out halogen bulbs and she damaged the bedroom blinds. The landlord says the carpeting was also damaged. The landlord submits an email exchange that states in part:

Tenant: Hey! I spoke with dallas and he said that he will pay to get new carpet. Do you know someone in the carpet industry or where I should go?

Landlord: what do you mean "new carpet"???

Tenant: Replace the carpet in all rooms, damage was made by the dog. How do I go about handling this?

Landlord: that's disappointing...they were all brand new when you moved in. Don't waste your money by going ahead with something that you think will suffice...I'll have to get back to you

(reproduced as written)

Tenant: I know I've cried and stressed many nights of how you'd react I feel obligated to remove the damaged carpet and replace with brand new carpet.

Findings

Landlord's Application

I have accepted that the tenant was properly served with the landlord's application for dispute resolution which sets out the details of his claim and the evidence to support that claim. Having been served the tenant was given an opportunity to dispute the claim but she did not appear at the hearing to do so. Based on the undisputed evidence of the landlord I find that he is entitled to retain the security deposit and I will award a monetary order in the sum of \$135.37 as set out above.

Tenant's Application

With respect to the tenant's application, she did not appear at the hearing and her application is therefore dismissed without leave to reapply.

Filing Fees

Having been successful in this application, I find that the landlord is entitled to recover the filing fees paid for this application.

Conclusion

The landlord is provided with a formal copy of an order for the total monetary award as set out above. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Provincial Court of British Columbia.

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*.