

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's application for a Monetary Order for damage or loss under the Act, regulations or tenancy agreement, retention of the security deposit and recovery of the filing fee. Although the landlord named four co-tenants in making this application, the landlord's evidence indicated that only one of the tenants was served the hearing package via registered mail. The landlord testified that the address to which the hearing package was sent was verbally provided by the tenant at the end of the tenancy.

The Act and Rules of Procedure require an applicant to serve each respondent with the application and I found that only one of the co-tenants was sufficiently served. The landlord requested that I amend the application to name only the tenant served with the hearing package. I have amended the application and this decision and the Monetary Order that accompanies this decision name only the tenant served.

Issues(s) to be Decided

1. Has the landlord established an entitlement to compensation from the tenant for damage or loss under the Act, regulations or tenancy agreement? If so, the amount?
2. Is the landlord entitled to retain the tenant's security deposit?
3. Award of the filing fee.

Background and Evidence

The landlord provided evidence as follows. The tenants paid a \$1,000.00 security deposit and a \$1,000.00 pet deposit on March 8, 2009. The one-year fixed term co-

tenancy commenced March 15, 2009. A move-in inspection was conducted and a report was signed by the tenants. The tenants were required to pay rent of \$2,000.00 on the 15th day of every month. On October 15, 2009 the tenants advised the landlord that they could not pay rent for that month and a 10 Day Notice was served. The tenants vacated the rental unit October 25, 2009. The tenants did not participate in a move-out inspection. The landlord proceeded to prepare a move-out report without the tenants and included the report in the evidence submitted by the landlord.

The landlord testified that the tenants left the unit damaged and the unit was advertised for rent on October 30, 2009; however, replacement tenants were not found for November 2010. In making this application, the landlord is seeking to recover the following amounts from the tenant:

Unpaid rent – October 15 through October 25, 2009	\$ 645.20
Loss of rent – 1 month	2,000.00
Damaged exterior door	1,359.75
Broken bathroom window	143.98
Drywall repairs	215.00
Damaged bi-fold door	50.00
Carpet cleaning	<u>82.95</u>
Total	\$ 4,496.88

The landlord provided photographs of the rental unit taken after the tenants vacated. The photographs depict a broken exterior door that the landlord testified was only a couple of months old when the tenancy commenced. The photographs also depict holes in the drywall, a hole in a bi-fold door, a stained area of carpet, and a broken window. The landlord provided a written estimate for the exterior door and testified that the drywall repairs were done by himself. The landlord provided verbal testimony with respect to the cost of a bi-fold door estimated to be \$75.00 for a new door and quotes he obtained for carpet cleaning and window replacement. The landlord explained that

when this application was made the application was based on estimates but that his actual costs were greater than these estimates.

Analysis

The Act requires that tenants pay rent to the landlord when due under the terms of the tenancy agreement. Based upon the evidence provided, I am satisfied the tenants did not pay rent for October 2009 when due and the landlord is entitled to the rent owed. I am also satisfied that the landlord took reasonable action to advertise the unit for rent and was unable to rent the unit for November 2009. Therefore, I award the landlord the amount claimed by the landlord for unpaid rent and loss of rent in the amount of \$2,645.20.

The requires that tenants leave the rental unit undamaged at the end of the tenancy. Upon review of the evidence provided I find the tenants responsible for damaging the exterior door, the bi-fold door, breaking the bathroom window, damaging drywall and leaving a stain in an area of the carpet. I find the cost to replace the exterior door has been substantiated and the claims for the remainder of the items claimed by the landlord to be reasonable. Therefore, I award the landlord the amount of \$1,851.68 claims for damage to the rental unit.

As the landlord was successful in this application, the landlord is awarded the filing fee paid for this application. I also authorize the landlord to retain the tenants' pet deposit and security deposit in partial satisfaction of the amounts owed the landlord. The landlord is provided a Monetary Order for the amount of:

Unpaid rent and loss of rent	\$ 2,645.20
Damage to the rental unit	<u>1,851.68</u>

Sub-total	\$ 4,496.88
Plus: filing fee	50.00
Less: security deposit and pet deposit	<u>(2,000.00)</u>
Monetary Order for landlord	\$ 2,546.88

The landlord must serve the Monetary Order upon the tenant and may file the Monetary Order by filing it with the Provincial Court (Small Claims) to enforce as an Order of the court.

Conclusion

The landlord was successful with this application and has been authorized to retain the tenant's security deposit and pet deposit and has been provided a Monetary Order for the balance of \$2,546.88 to serve upon the tenant.

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*.

Dated: March 17, 2010.

Dispute Resolution Officer