

DECISION

Dispute Codes MNR, MND, MNSD, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for monetary orders for unpaid rent, for compensation under the Act and the tenancy agreement, to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Although duly served with the Application for Dispute Resolution and Notice of Hearing by registered mail, sent on December 31, 2009, and deemed under the Act to be received five days later, the Tenant did not appear.

The Landlord appeared, gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

Background and Evidence

On or about November 5, 2009, the Tenant gave the Landlord a notice she was leaving the rental unit on December 1, 2009. The Landlord exchanged information with the Tenant about the law requiring tenancies, however, the Tenant left the rental unit and did not pay the December 2009 rent.

The Landlord has incurred or will incur substantial costs to clean, repair and repaint the rental unit due to the condition it was left in by the Tenant.

The Landlord claims \$1,200.00 for December 2009 rent, \$1,100.00 to make repairs to the rental unit walls and repaint them, \$100.00 for cleaning, and to recover the \$50.00 filing fee for the Application.

The Landlord submitted evidence which included photographs of the rental unit after the Tenant left and other documentary evidence.

Analysis

Based on the above, the testimony, evidence and photographs, and a balance of probabilities, I find that the Tenant has breached the Act and tenancy agreement by failing to pay rent to the Landlord for December of 2009, and by failing to repair and repaint damaged walls in the rental unit.

I find the Landlord has established claims for the losses she incurred for the items above, although I dismiss the portion of the claim for cleaning the rental unit as no receipt was provided in evidence.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find that the Landlord has established a total monetary claim of **\$2,350.00** comprised of \$1,200.00 for rent, \$1,100.00 for repairing and repainting, and the \$50.00 fee paid for this application.

I order that the Landlord retain the deposit and interest of **\$1,212.05** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$1,137.95**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

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: May 31, 2010.

Dispute Resolution Officer