DECISION

Dispute Codes

MND, MNR, FF

Introduction

This was an application by the landlord for a monetary order for unpaid rent and for damages to the rental unit. The landlord participated in the hearing. The tenant did not attend although she was served with the application and Notice of Hearing sent by registered mail on January 07, 2010.

Despite that the landlord did not apply to retain the security deposit, the landlord referenced it's deduction from a larger claim in arriving at their request for a monetary claim. The landlord orally requested to retain it in partial satisfaction of the claim, and I will allow it as part of the application.

Issue(s) to be Decided

Is the landlord entitled to a monetary order in the amount claimed?

Background and Evidence

The landlord's undisputed testimony is that the tenancy began June 01, 2008 and ended when the tenant vacated on the landlord's request to vacate, on October 10, 2009. Rent was $750 per month. At the outset of the tenancy the landlord collected a security deposit in the amount of $350. The landlord claims the tenant was the first occupant of a newly constructed house and no inspection was conducted at the outset. There was no inspection conducted at the end of the tenancy. The tenant did not pay any rent for the portion occupied in the month of October 2009. The landlord is claiming $250 unpaid rent for this period.

The landlord further testified that the tenant caused damage to the rental unit prior to vacating. The landlord claimed cleaning costs of $400, $175 for pest control, $500 for painting, $500 for flooring and $75 for dump fees. The landlord claims to have evidence of photo and video to substantiate their claim, but acknowledges they did not send same to RTO or to the tenant.

Analysis

I accept the landlord's undisputed testimony in respect to their claim for unpaid rent and grant the landlord the amount of **$250.**

In the absence of any supporting evidence, the landlord has not established their claim for damages to the rental unit, and I **dismiss** this portion of the landlord's claim, and do so *with leave to reapply.*

The landlord is entitled to recover the **$50** filing fee paid for his application for a total award of **$300.**

Conclusion

I order that the landlord retain $**300** of the tenant's security deposit and interest of $378.67 in satisfaction of the claim, and **Order** the landlord return the balance of the security deposit to the tenant, in the amount of $78.67.

The tenant is given a Monetary Order under Section 67 of the Act for the amount of **$78.67.** If necessary, this order may be filed in the Small Claims Court 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.*