

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution for a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent only. The tenant did not attend.

The agent testified and confirmed the notice of hearing documents had been served on the tenant via registered mail on March 24, 2010. Section 90 of the Residential Tenancy Act (Act) deems documents to be served on the 5th day after being sent by mail. I accept the tenant has been sufficiently served with notice of this hearing.

The agent also noted he was not provided with a forwarding address and has not been able to find the tenant to serve her with any evidence submitted after the end of the tenancy and therefore did not provide documentation of the condition of the rental unit or receipts for work completed.

Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for carpet cleaning; for painting the rental unit; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to sections 37, 67, and 72 of the Act.

Background and Evidence

The landlord provided the following documents as evidence:

- A copy of a tenancy agreement signed by the parties on January 12, 2005 for a 1 year fixed term tenancy that began on January 21, 2005 and converted to a month to month tenancy on February 1, 2006 for a current monthly rent of \$1,503.00 due on the 1st of the month with a security deposit of \$700.00 and a pet damage deposit of \$100.00 paid;
- A copy of the tenant's account ledger;
- A copy of an email from a property manager indicating she had made a payment agreement with the tenant; and
- A summary of events.

The agent testified the landlord had changed the carpets in the rental unit at the end of the tenancy and therefore would not be claiming an amount for carpet cleaning. The

agent also noted that despite the claim of \$500.00 for painting the rental unit, the actual cost was \$3,000.00 but that they would just be claiming \$1,000.00.

The landlord's agent provided further testimony that while the tenant had, over the course of the tenancy, had difficulty in paying the rent when it was due, she always got it caught up until the last six months of the tenancy at which point she was never caught up.

Analysis

As the landlord has provided no evidence regarding the costs of painting, I dismiss this portion of the landlord's application without leave to reapply. I accept the landlord's withdrawal of his claim for carpet cleaning.

In the absence of any testimony or evidence from the tenant I accept the tenant account ledger of an accurate accounting of the amount of rent and late fees owed by the tenant to the landlord.

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$3,147.03** comprised of \$3,097.03 rent owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit, pet damage deposit and interest held in the amount of \$828.31 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$2,318.72**. This order must be served on the tenant and 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: July 19, 2010.

Dispute Resolution Officer