

## **DECISION**

Dispute Codes MND, MNR, MNSD, FF

### Introduction

This is an application by the landlord for a monetary order as compensation for damage to the unit, for unpaid rent, and to keep all or part of the security deposit. Service for the hearing package was made by registered mail by the landlord to the tenants forwarding address at a P.O. Box. Both the landlord and the tenant appeared by conference call and gave affirmed testimony.

### Issues(s) to be Decided

Is the Landlord entitled to a Monetary Order for unpaid rent?

Is the Landlord entitled to a Monetary Order for damage to the unit?

Is the Landlord entitled to a Monetary Order to keep all or part of the security deposit?

### Background and Evidence

This month to month tenancy began on May 2, 2007 and ended on August 10, 2010. The Tenants paid a monthly rent of \$500.00, which later changed to \$550.00 in August of 2009. There was a security deposit of \$250.00 paid at the beginning of tenancy.

The Tenant failed to pay rent for August 2010 and was subsequently served in person by the landlord with a 10 Day Notice to End Tenancy on August 3, 2010. The Landlord has advanced a claim for damages to the unit regarding a knob on the stove that would require \$150.00 to repair, the hood fan that is missing a part to properly hold the fan in place would take \$50.00 to repair, and an aluminum bar on the inside of the refrigerator door shelf which would require \$50.00 to repair.

### Analysis

Based on the documentary evidence and the affirmed testimony of the parties, I find that the tenants were responsible to pay the \$550.00 in rent for August and failed to do so. I find that the Landlord is entitled to the recovery of the \$550.00 for the August 2010 rent. The obligation is on the Landlord in their application for damages to prove that the damages go beyond what might be characterized as reasonable wear and tear. Also, I find that the Landlord has not established a cost of repairs. No repairs have been made to date by the Landlord and no estimates have been filed as evidence.

Both the Landlord and Tenant state that a Condition Inspection Report for Move In was completed but a copy is not in evidence. As well, although a Condition Inspection Report for Move Out was completed, a copy is not in evidence. The tenant provided evidence of pictures taken on the move out date and I find that the rental unit was left in a reasonably clean state.

I dismiss the Landlord's claim for damages. However, I find the landlord is entitled to the recovery of the \$50.00 filing fee in being partially successful in their application. I order that the Landlord retain the \$250.00 security deposit and \$6.30 in interest which has accrued to the date of this judgement in partial satisfaction of the claim and I grant the Landlord a monetary order under section 67 for the balance due of \$343.70. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that court.

### Conclusion

The landlord is granted a monetary order for \$343.70.

The landlord may retain the security deposit.

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*.