



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNDC, MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail, sent on April 23, 2010, and deemed served five days later under the Act, the Tenants did not appear. Landlord submitted as evidence the tracking number of the registered mail and signature of Tenants upon delivery as proof of service. I find the Tenants have been duly served in accordance with the Act.

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

Issues(s) to be Decided

Have the Tenants breached the Act or tenancy agreement, entitling the Landlord to an Order for Monetary Relief?

Background and Evidence

The Tenant entered into a fixed term tenancy for the subject rental unit effective on April 1, 2010. A security deposit in the amount of \$675.00 was paid on March 16, 2010.

The Landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent on July 16, 2010, for Tenant's failure to pay the July rent, and Landlord submitted evidence that the July rent was paid on July 23, 2010 in cash.

The Landlord submitted evidence that a fine in the amount of \$250.00 was issued by the Strata Council for the subject rental unit

The Tenant vacated the rental unit at some unknown date and provided no forwarding address to the Landlord.

The Landlord also supplied photos of damage to and of the unclean state of the rental unit and invoices for cleaning, repair and carpet and flooring replacement.

The Landlord submitted proof of damage to the carpet and flooring, which had been installed in 2005, necessitating replacement, and made a claim in the amount of \$2,433.80, representing 75% of replacement costs. The Landlords also made a claim for other damage to the rental unit, including, \$500.00 for rental unit cleaning and garbage removal, \$300.00 for window covering replacement, and \$65.00 for repair to the bathroom door handle. There were invoices in evidence substantiating these claims.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenants breached sections 26 and 32 of the Act and I find that the breach has caused the Landlord to suffer a monetary loss.

I accept the evidence of the Landlord and find that the Landlord has established a total monetary claim of \$3,679.50, comprised of \$1,117.00 for January 2010 rent, \$25.00 NSF charges, \$500.00 for cleaning and garbage removal, \$300.00 for window covering replacement, \$65.00 for bathroom door handle replacement and the \$50.00 fee paid by the Landlord for this application.

Regarding carpet replacement, I find the normal life span of carpet is 10 years. This carpet was installed in 2005 and I reduced the amount paid by Landlord by 50% to cover depreciation for the 5 years of use. I award the amount of \$1,622.50 for carpet and flooring replacement

I order that the Landlord retain the deposit and interest of \$565.27 in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of \$3,114.23.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The Tenants have breached the Act.

The Landlord may keep the security deposit and interest and is granted a monetary order in the amount of \$3,114.23.

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: September 02, 2010.

Dispute Resolution Officer