

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

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

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

Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for damage to 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 38, 46, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted into evidence the following documents:

- A copy of a tenancy agreement, including addendums, signed by the parties on January 21, 2008 for a 12 month fixed term tenancy beginning on January 15, 2008 for a monthly rent of \$1,400.00 due on the 1st of the month and a security deposit of \$700.00 and a pet damage of \$700.00 were paid. The tenancy agreement stipulates the tenant is to vacate the rental unit at the end of the fixed term;
- A copy of a letter from the landlord to the tenants dated December 16, 2008 stating the landlord agrees to renew the fixed term tenancy for an additional one year set to expire on January 31, 2010 for rent in the amount of \$1,450.00. The letter includes the tenant's signature showing acceptance of these new terms;
- A copy of a Condition Inspection Report showing the move in condition inspection was completed on January 14, 2008. There is no indication on the document as to when the move out inspection was completed except that the tenant has dated February 1, 2010 and signed a section agreeing to allow the landlord to deduct \$100.00 for repairs to the bathroom sink;
- A photograph of the cracked bathroom sink; and
- A copy of an invoice from a local contractor to remove, purchase and install the new sink in the amount of \$625.80.

Analysis

In the absence of the applicant landlord I dismiss his application in its entirety. As the landlord's application is dismissed, I find the landlord must return the tenant's security deposit of \$700.00 less the amount previously agreed upon by the parties in the amount of \$100.00 plus accrued interest in the amount of \$9.30.

Conclusion

I find that the tenant is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$609.30**. This order must be served on the landlord 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: October 05, 2010.

Dispute Resolution Officer