

DECISION

Dispute Codes MND, MNR, MNSD, FF,O

Introduction

This is an application by the Landlord for a monetary order for damage to the unit, site or property, for unpaid rent or utilities, to keep all or part of the security deposit and the recovery of the filing fee.

The Landlord attended by conference call and gave undisputed affirmed testimony.

The Tenant did not attend.

Issues(s) to be Decided

Is the Landlord entitled to a monetary order?

Background and Evidence

This tenancy began with a signed tenancy agreement on January 15, 2010 on a month to month basis. The monthly rent was \$725.00 payable on the 1st of each month. A security deposit of \$362.50 was paid on January 15, 2010.

The Landlord personally served the hearing document package on August 11, 2010 to the Tenant. The Landlord's evidence package was served by registered mail on November 24, 2010.

The Landlord states that he woke up on August 6, 2010 to the Tenant's at his door returning the key to the rental unit. The Landlord states that no notice written or verbal was given to end the tenancy. The Landlord has provided rent receipts for the months

January to September 2010 that indicate partial unpaid rent of \$25.00 for May, \$25.00 for July and unpaid rent for August of \$725.00. The Landlord has provided photographs depicting a state of uncleanliness throughout the rental unit, leftover furniture, a cracked/damaged main entrance door, stains on the carpet in various parts of the rental unit, a missing hard wired smoke detector, a 15 mm hole in the wall, handwriting on the walls and a broken bifold closet door. The Landlord has estimated his costs with no invoices for a total of \$503.80 including labour to clean the rental unit for \$80.00 for 3 hours, \$20.00 for a used replacement to the bifold door, \$5.00 for the missing toilet seat, \$30.00 to replace a water hose to a new washer and dryer, a new kitchen faucet for \$45.00, a smoke detector for \$35.00, \$150.00 for labour to repair/paint the damaged walls and the cost of delivering the leftover furniture to the Tenant's new residence. The Landlord has included an invoice for the rental of a carpet cleaning machine for \$63.80.

Analysis

Based upon the undisputed testimony of the Landlord, I am satisfied that the Landlord properly served the Tenant with the hearing document package on August 11, 2010 by personal service and the Landlord's evidence package by registered mail on November 24, 2010.

The Landlord has established a claim for the unpaid rent of \$25.00 for partial unpaid rent for May 2010, \$25.00 for partial unpaid rent for July and the unpaid rent of \$725.00 for August 2010. The total unpaid rent established by the Landlord is \$775.00.

The Landlord has not provided any invoices or receipts for the majority of the costs claimed. I find however that based upon the photographs and direct evidence of the Landlord that he has established those reasonable costs of \$503.80.

The Landlord has established a total monetary claim of \$1,278.80. The Landlord is also entitled to the recovery of the \$50.00 filing fee. I order that the Landlord retain the \$362.50 security deposit in partial satisfaction of the claim and I grant the Landlord an

order under section 67 for the balance due of \$966.30. 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 \$966.30.

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*.

Dated: November 30, 2010.

Dispute Resolution Officer