

DECISION

Dispute Codes FF, MND, MNR, MNSD, MNDC

Introduction

This is an application by the Landlord for a monetary order to cover unpaid rent, damage to the rental unit, to keep the security and pet deposit and for compensation for damage or loss under the Act, regulations or tenancy agreement. The Landlord is also seeking recovery of the filing fee.

The Landlord appeared by conference call and gave affirmed testimony. No one appeared for the Tenant.

Issues(s) to be Decided

Is the Landlord entitled to a monetary order for damage to the unit?

Is the Landlord entitled to a monetary order for unpaid rent?

Is the Landlord entitled to compensation for damage or loss under the Act, regulations or the tenancy agreement?

Is the Landlord entitled to keep the security deposit?

Is the Landlord entitled to keep the pet deposit?

Background and Evidence

The Landlord appeared and gave undisputed testimony. The Landlord served the Tenant with the hearing documents on August 30, 2010 in person prior to the Tenant vacating the rental unit. The Tenant's vacated the rental unit sometime during the second week of September 2010, according to the Landlord.

The Landlord is claiming costs for a damaged retracting screen door for \$500.00. The Landlord is also seeking a claim for damage to kitchen cupboards totalling \$1,000.00. The Landlord is seeking rent arrears for the 3 months of June, July and August of 2010 for \$2,000.00 each, totalling \$6,000.00. The Landlord has put forward a request for utilities. The Landlord states that the Tenant agreed to pay 70% of any utilities. The

total arrears for utilities are \$690.98 from the months March to the beginning of September. An agreement filed by the Landlord also shows that the Tenant would pay \$350.00 if the carpets were not cleaned at the termination of the rental agreement.

Analysis

As the Landlord has not provided any invoices or receipts or proof of payment for the damaged retracting screen door or the kitchen cupboards, I am not satisfied that a claim can be made for these items and as such dismiss this portion of the claim.

I find that the Landlord has satisfied me to the rent arrears owing for the 3 months totalling, \$6,000.00 and that the utilities claim has been satisfied for \$690.98. The further claim of \$350.00 for carpet cleaning is also satisfied. The Landlord may retain the security deposit of \$1,000.00 in partial satisfaction of the claim. No evidence for costs have been made on the pet deposit, I dismiss the claim by the Landlord to retain the pet deposit. As the Landlord has been substantially successful in her application, I grant the \$50.00 recovery of the filing fee.

Based upon the undisputed testimony of the Landlord, I grant a monetary order under section 67 for the balance due of \$6,090.98. 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 \$6,090.98.

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 03, 2010.

Dispute Resolution Officer