

DECISION

Dispute Codes OPR, MND, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession pursuant to section 55;
- a monetary order for damage to the rental unit pursuant to section 67; and
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. The landlord testified that he handed the tenant a 1 Month Notice to End Tenancy for Cause on January 1, 2011. The landlord entered into written evidence a copy of his provision of his dispute resolution hearing package to the tenant by registered mail on January 19, 2011. He provided a Canada Post Tracking Number. I am satisfied that the landlord served these documents to the tenant in accordance with the *Act*.

At the commencement of the hearing, the landlord said that the tenant vacated the rental unit on January 29, 2011. He no longer required an Order of Possession.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for damage arising out of this tenancy? Is the landlord entitled to a monetary award to recover his filing fee for this application?

Background and Evidence

The landlord said that this month-to-month tenancy began on December 1, 2009. Monthly rent was set at \$425.00, payable on the first. The landlord continues to hold the tenant's \$212.50 security deposit plus interest paid on December 1, 2009.

The landlord said that he did not conduct a move-in or move-out condition inspection with the tenant nor did he request one. He said that the tenant vacated the unit without leaving a forwarding address and left some of his personal belongings and possessions in the rental unit. The landlord entered into written evidence the tenant's November 3, 2010 letter in which he stated that he promised to "repair all the damage that I made on the hallways (holes) to your satisfaction by Nov.23, 2010." In that letter, the tenant indicated that should he fail to do so (and to pay his December 2010 rent by November 27, 2010), he agreed to vacate the premises by November 31, 2010 and to have his security deposit of \$212.50 forfeited to cover the repairs.

Analysis

Although the landlord provided no move-in or move-out condition inspection reports or photographs, he said that the damage caused by the tenant was to a hallway outside the tenant's rental unit. I accept the landlord's written evidence that the tenant admitted to causing damage to the landlord's rental property and agreed in writing to reimburse him the amount of his security deposit to compensate the landlord for the necessary repairs to the walls in this hallway.

I allow the landlord's application for a monetary award of \$212.50. I also allow his application for recovery of his \$50.00 filing fee for this application from the tenant.

The landlord testified that he continues to hold the tenant's security deposit of \$212.50 plus interest from December 1, 2009 until the date of this decision. Over that period, no interest is payable on the landlord's retention of the security deposit. Although the landlord's application does not seek to retain the deposit, using the offsetting provisions of section 72 of the *Act*, I allow the landlord to retain the security deposit in partial satisfaction of the monetary award.

Conclusion

I allow the landlord to retain the tenant's security deposit in partial satisfaction of the monetary award issued. I issue a monetary Order in the landlord's favour in the amount of \$50.00, the amount of the landlord's filing fee for this application.

The landlord is provided with these Orders in the above terms and the tenant must be served with a copy of these Orders as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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*.