

DECISION

Dispute Codes:

MND, MNR, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has made application for a monetary Order for damage to the rental unit, unpaid rent, to retain the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The landlord provided affirmed testimony that on October 22, 2010, copies of the Application for Dispute Resolution and Notice of Hearing were sent to the tenant via registered mail at the address noted on the Application. The landlord provided a copy of a June 2, 2010 email sent by the tenant, which contained the tenant's written forwarding address. A Canada Post tracking number was provided as evidence of service.

These documents are deemed to have been served in accordance with section 89 of the Act; however the tenant did not appear at the hearing.

Issue(s) to be Decided

Is the landlord entitled to a monetary Order for damage to the rental unit and unpaid rent?

Is the landlord entitled to retain the deposit paid by the tenant?

Is the landlord entitled to filing fee costs?

Background and Evidence

This one year fixed-term tenancy commenced on September 15, 2009, rent was \$1,100.00 per month, due on the 15th day of each month. A deposit in the sum of \$550.00 was paid just prior to the start of the tenancy.

The tenant did not give the landlord notice that she was vacating; just prior to May 16, 2010, the landlord called the tenant to discuss unpaid May rent. On May 16, 2010, the landlord issued a 10 Day Notice ending tenancy for unpaid rent; he believes the tenant had vacated prior to May 15, 2010.

The tenant paid rent on April 15, 2010.

The landlord was able to locate new tenants effective June 15, 2010, and is claiming unpaid rent that was due on May 15, 2010, in the sum of \$1,100.00.

The landlord could not arrange a move-out inspection with the tenant as she moved without providing notice. A copy of the inspection report completed in the absence of the tenant was submitted as evidence. The report indicated there was a hole made in the carpet, that garbage was left in a closet the master bedroom wall and trim had marks, scratches and nail holes and that some cleaning was required.

The landlord submitted receipts for carpet cleaning in the sum of \$201.60 (dated May 29, 2010,) carpet repair receipt in the sum of \$136.50 (dated May 26, 2010,) and a \$27.44 receipt dated June 16, 2010, for paint required for wall touch-up. The total claimed for damages is \$365.54.

The landlord submitted a number of emails sent between the parties in July 2010, which indicated the landlord attempted to reach agreement with the tenant in relation to damages.

On June 2, 2010, the tenant emailed the landlord her forwarding address; the same address used for service of Notice of this hearing. The landlord stated that this did not constitute a written forwarding address. The landlord spoke to the tenant very recently and she did not provide him with a different address.

Analysis

I find that the tenant provided the landlord with her written forwarding address effective June 2, 2010. The landlord chose to use that address for service of Notice of this hearing as he was confident that this continues to be the tenant's forwarding address and I have accepted that this is the address, based on the evidence before me.

On October 21, 2010, the landlord submitted an Application filing against the deposit

Section 38(1) of the Act determines that the landlord must, within 15 days after the later of the date the tenancy ends and the date the landlord received the tenant's forwarding

address in writing, repay the deposit or make an application for dispute resolution claiming against the deposit. If the landlord does not make a claim against the deposit paid, section 38(6) of the Act determines that a landlord must pay the tenant double the amount of security deposit.

Despite the landlord's efforts to come to a mutual agreement with the tenant in relation to damages and compensation, I find that section 38(6) of the Act determines that the tenant is entitled to return of double the deposit paid, in the sum of \$1,100.00.

I find that the tenancy ended on June 14, 2010.

I find that the landlord is entitled to unpaid rent due May 15, 2010, in the sum of \$1,100.00. I find that the landlord is entitled to compensation, based on verified expenditures, in the sum of \$365.54, for carpet repair, cleaning and paint.

I find that the landlord's application has merit, and I find that the landlord entitled to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

Conclusion

I find that the landlord established a monetary claim, in the amount of \$1,515.54, which is comprised of unpaid May, 2010, rent, damage to the rental unit and \$50.00 in compensation for the filing fee paid by the landlord for this Application for Dispute Resolution.

I find that the tenant is entitled to return of the deposit in the sum of \$1,100.00.

Based on these determinations I grant the landlord a monetary Order for the balance in the sum of **\$415.54**. In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court 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: February 25, 2011.

Residential Tenancy Branch