



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OPB, MND, MNR, MNSD, MNDC, FF

Introduction

This conference call hearing was convened in response to the landlord's application for an Order of Possession for the tenant's breach of an agreement with the landlord; a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, for unpaid rent or utilities, and to keep the security deposit; and to recover the filing fee associated with this application.

The landlord participated in the hearing and provided affirmed testimony. He testified that he served the Notice of a Dispute Resolution Hearing to the tenants by way of registered mail sent on March 14th, 2011. The tenants did not participate and the hearing proceeded in the tenant's absence.

At the outset, the landlord stated that the tenants moved out of the rental unit between March 1st, and March 5th, 2011. Therefore the landlord's application for an Order of Possession is dismissed.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit is a trailer situated on a free hold lot. Pursuant to a written agreement, the month to month tenancy started on July 1st, 2010. The monthly rent was \$825.00 and the tenant paid a security deposit in the amount of \$450.00. Condition inspection reports were not completed at the start or the end of the tenancy.

The landlord testified that the tenants left without giving proper notice sometime between March 1st and March 5th 2011. In his documentary evidence, the landlord provided “before and after” photographs. The landlord stated that the “before” photographs were taken approximately 2 weeks before the tenants moved in, and the “after” photographs were taken on March 6th, 2011, a day after the tenants left. The “after” photographs showed that the tenants left considerable amount of damage to the unit, both inside and outside. Outside, they showed rips and tears into the cladding, a significant amount of fire wood dumped throughout the yard, as well as personal belongings. Inside, they showed burn holes in the carpet and linoleum, damaged kitchen cupboards, and an extensive amount of bags, garbage, boxes and personal items strewn throughout the unit.

The landlord provided a paint estimate of \$3024.00 which he stated would restore the unit before he can rent it again. He stated that the unit had new carpeting and new paint at the start of the tenancy. The landlord’s applied for a monetary claim of \$4998.00.

The landlord stated that the tenants owed \$125.00 of unpaid rent for November 2010, and the full amount of unpaid rent for December, January, February, and March 2011.

Analysis

I accept the landlord’s undisputed testimony that he served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential*

Tenancy Act. I find that the tenant knew, or ought to have had knowledge of the date scheduled for this hearing.

I accept the landlord's testimony concerning the unpaid rent; therefore I find that the landlord is entitled to recover loss of rental income totalling \$3425.00.

Section 37 of the *Residential Tenancy Act* provides in part that upon vacating a rental unit, the tenant must leave the unit reasonably clean and undamaged, except for reasonable wear and tear. I am satisfied that the tenants did not comply with the Act however the landlord stated that he did not complete any of the repairs and only provided an estimate. His evidence was non-specific, and with no documentary evidence such as receipts to support his expenses for the amount claimed, I cannot make a determination concerning the landlord's monetary claim for damages.

Conclusion

The landlord has established a claim of \$3425.00 for unpaid rent. Since his application had merit, I find that he is entitled to recover the filing fee for a claim totalling \$3475.00. I authorize the landlord to keep the tenants' \$450.00 security deposit and pursuant to Section 67 of the Act I grant the landlord a monetary order for the balance of \$3025.00.

The landlord's claim for damages is dismissed. The landlord has leave to reapply should he provide proof of his monetary claim concerning the restoration of the rental unit.

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: March 30, 2011.

Residential Tenancy Branch