



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNDC, MNDS, FF

### Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent, for damage to the unit, site or property, for compensation for loss or damage under the Act or tenancy agreement, to recover the filing fee for this proceeding and to keep the Tenant's security deposit in partial payment of those amounts.

The Landlord said she served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on March 7, 2011. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

### Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?
3. Is there damage or loss to the property or Landlord and if so how much?
4. Is the Landlord entitled to compensation for damage or loss and if so how much?
5. Is the Landlord entitled to keep the Tenant's security deposit?

### Background and Evidence

This tenancy started on December 29, 2008 as a 1 year fixed term tenancy with an expiry date of December 31, 2009. Rent was \$1,075.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant was to pay a security deposit of \$537.50, but the security deposit was not paid. The tenancy ended on December 30, 2009.

The Landlord said that the Tenant did not pay \$1,075.00 of rent for December, 2009, when it was due and as a result, on December 15, 2009 she registered mailed a 10 day Notice to End Tenancy for Unpaid Rent or Utilities dated December 15, 2009 to the Tenant. The Landlord said the December, 2009 rent of \$1,075.00 is still unpaid.

The Landlord also said she is applying for compensations for damage to the unit and to the yard. The Landlord said the Tenant had a large dog which was not allowed under the tenancy agreement which damaged the floors, doors and trim in the unit. As well the Landlord said the yard was well landscaped and in good condition at the start of the

tenancy and at the end there was no lawn and there were holes dug throughout the yard. The Landlord provided a move in and move out condition inspection report and photographs that she says verifies the damage done to the unit and yard. Her claim is for \$6,677.25 for unit damages and \$2,626.00 for yard damages. The landlord said she averaged two quotes for the unit damages and 3 quotes for the yard damages. The landlord continued to say the unit quotes are quite different because one quote is done refinishing all the floors and one quote is done by just repairing the kitchen floor.

The Landlord also said she is applying to recover the filing fee of \$100.00 for this proceeding and the security deposit that was not paid.

### Analysis

Section 26 (1) of the Act says a tenant must pay rent when rent is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

I find that the Tenant has not paid the unpaid rent for December, 2009 of \$1,075.00 and the Tenant does not have an order or the right to withhold the all or a portion of the rent. Consequently, I find that the Landlord is entitled to recover unpaid rent for December, 2009 in the amount of \$1,075.00.

In regards to the damage claimed by the Landlord I accept the evidence supported by the move in and move out condition inspection reports and photographs that damage was done to the floors, walls and trim in the unit by a dog that was not authorized in the tenancy agreement. I find the Tenant solely caused the damage to the unit and I award the Landlord compensation of \$4,805.00 which is the quote that repairs the part of the floor that the dog damaged. This quote is the lesser quote of the two quotes as it is required under section 7 (2) of the Act for a party claiming damages to do whatever is reasonable to minimize their loss. I find the Landlord has done what is reasonable to minimize her loss by getting competitive quotes and having one quote deal only with the damage caused by the dog.

With respect to the Landlord's claim for repairs to the yard the 3 quotes are similar; \$2,895.00, \$2,548.00 and \$2,434.00. Pursuant to section 7(2) of the Act the landlord has shown that she has done what is reasonable to minimize her loss; consequently I award the Landlord the amount of \$2,434.00 as compensation for the damage to the site of the rental unit.

As the Landlord has been successful in this matter, she is also entitled to recover from the Tenant the \$100.00 filing fee for this proceeding. The Landlord will receive a monetary order for the balance owing as following:

Rent arrears:	\$1,075.00	
Damages to the unit	\$4,805.00	
Damages to the site	\$ 2,434.00	
Recover filing fee	\$ 100.00	
Subtotal:		\$8,414.00
Balance Owing		\$8,414.00

### Conclusion

A Monetary Order in the amount of \$8,414.00 has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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*.

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Residential Tenancy Branch