



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, FF, SS

### Introduction

This conference call hearing was convened in response to the landlord's application for a Monetary Order for damage to the rental unit and for unpaid rent; to keep the security deposit; to serve documents in a different way than required by the Act; and to recover the filing fee associated with this application.

At the outset, the landlord testified that he had a friend serve the tenant in person with the notice of a dispute resolution hearing. The landlord quoted verbatim the tenant's response to that notice in an email dated June 19<sup>th</sup>, 2011, in which the tenant stated in part that she would not be attending, and asked the landlord to arrange a new hearing date. The landlord stated that he replied and advised the tenant that he would not change the date and advised the tenant to govern herself accordingly. The tenant did not participate and the hearing proceeded in the tenant's absence.

### Issue(s) to be Decided

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 consists of a two bedroom basement suite. The landlord testified that there was no written agreement for this month to month tenancy which started in September or October 2010. The rent was \$1200 per month and the tenant paid a security deposit of \$600.00. Condition inspection reports were not completed at the start or the end of the tenancy.

The landlord testified that the tenant gave notice to end tenancy on January 1<sup>st</sup> or 2<sup>nd</sup>, 2011, and that she left at the end of that month. He stated that she paid \$200.00 towards that month's rent and still owes \$1000.00. Concerning damages, the landlord stated that the tenant's pets damaged the carpets and that they needed to be replaced in both bedrooms. He said that the tenant also left at least a dozen nails in the walls. The landlord made a monetary claim of \$400.00 for the carpets and \$200.00 to repair the walls.

### Analysis

Based on the landlord's undisputed testimony, I accept the tenant's response email to the landlord concerning the notice of a dispute resolution hearing as evidence that the tenant was served with the notice and that she was aware of the date scheduled for this hearing.

On the evidence I accept that the tenant owes the landlord rent for January 2011 and I find that the landlord is entitled to recover that loss.

There was no documentary evidence before me in support of the landlord's claim for damages. Section 23(3), (4), and (5) of the Act places the onus to complete condition inspection reports on the landlord. The landlord's claim was not supported by these reports, nor did the landlord provide material evidence, such as receipts and photographs, to support the expenses for the carpet and damages to the walls.

I find that there is insufficient evidence and this aspect of the landlord's claim is hereby dismissed. I find however that the \$600.00 damage deposit was a reasonable amount held as security for the tenant's obligation with respect to the unit.

### Conclusion

The landlord established a claim of \$1000.00. I authorize the landlord to retain the tenant's \$600.00 security deposit for a balance owing of \$400.00. Since the landlord was successful, I award the landlord recovery of the \$50.00 filing fee. Pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$450.00.

This Order may be registered in the 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: June 21, 2011.

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Residential Tenancy Branch