



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call to deal with the landlord's application for a monetary order for unpaid rent or utilities; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; for an order permitting the landlord to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenant for the cost of this application.

An agent for the landlord society attended the conference call hearing, gave affirmed testimony and provided an evidence package in advance of the hearing. However, despite being served with the Landlord's Application for Dispute Resolution and notice of hearing documents by registered mail on February 7, 2011 the tenant did not attend. All evidence and testimony provided has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent or utilities?

Is the landlord entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

Is the landlord entitled to keep all or part of the pet damage deposit or security deposit in full or partial satisfaction of the claim?

Background and Evidence

This month-to-month tenancy began on May 1, 2008 and ended sometime during the last week of September, 2010, although the landlord's agent is not sure when the tenant actually moved out. The landlord's agent testified that the tenant was sent letters with respect to unpaid rent, and the tenant left the unit without giving prior notice to the landlord.

Rent in the amount of \$510.00 per month was payable in advance on the 1st day of each month. On April 15, 2008 the landlord collected a security deposit from the tenant in the amount of \$437.00.

The landlord's agent testified that for the month of June, 2010 the tenant only paid \$278.00 for rent, leaving a balance owing of \$232.00, and paid no rent for the months of July, August or September, 2010. The total arrears of rent are \$1,762.00.

The landlord's agent further testified that the unit required repair to the living room wall at the end of the tenancy, for a cost of \$250.00 and provided an invoice to prove that amount. She further testified that the unit required cleaning, and professional blind cleaning, and paid \$220.50 and \$15.98 respectively for those services, and provided invoices to prove those amounts. When questioned about a move-in and move-out condition inspection report, the landlord's agent responded that the move-in condition inspection report was completed in the presence of the tenant, but did not provide a copy as evidence for this hearing. She further testified that the move-out condition inspection report was completed in the absence of the tenant because the landlord's agent did not know where the tenant had moved to. After some investigation, the landlord's agent located the tenant and sent the tenant a letter requesting payment for the damages and outstanding rental arrears. She further testified that the tenant did not request her security deposit back from the landlord.

Analysis

In the circumstances, I am satisfied that the tenant has been served with the Landlord's Application for Dispute Resolution and notice of hearing documents as required under Section 89 of the *Residential Tenancy Act*.

I am further satisfied in the evidence before me that the landlord has established a claim for \$1,762.00 in unpaid rent as against the tenant. Therefore, the landlord is also entitled to keep the security deposit in partial satisfaction of the claim before me. The landlord is also entitled to recovery of the \$50.00 filing fee for the cost of this application.

With respect to the landlord's claim for damages, the landlord has failed to provide evidence of the condition of the rental unit at the commencement of the tenancy in comparison to the condition of the rental unit at the end of the tenancy. The *Residential Tenancy Act* also states that a landlord must provide the tenant with at least 2 opportunities to conduct the move-out condition inspection report, or the landlord's right to claim against the security deposit for damages is extinguished, unless the tenant has abandoned the rental unit. I am satisfied in the evidence that the tenant abandoned the

rental unit, but I am not satisfied that the tenant is responsible for structural repair to a wall, cleaning of the rental unit or professional blind cleaning, and the application for damages must therefore be dismissed.

Conclusion

For the reasons set out above, I hereby order the landlord to retain the security deposit and interest in the amount of \$441.67 and I grant a monetary order in favour of the landlord pursuant to Section 67 of the *Residential Tenancy Act* for the balance due of \$1,370.33 for unpaid rent and the cost of filing this application.

The landlord's application for damages is hereby dismissed without leave to reapply.

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: May 03, 2011.

Residential Tenancy Branch