



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for damage to the unit and to keep all or part of the security deposit. The landlord participated in the conference call hearing but the tenants did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by registered mail #####. I found that the tenants had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence.

Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

Background and Evidence

This tenancy began March 1, 2010 with monthly rent of \$2050.00, the tenants paid a security deposit of \$1025.00.

The landlord testified that the tenants left the rental unit in very dirty condition, did not return the keys or parking tag to the landlord and caused extensive damage to the rental unit. The landlord stated that the hardwood floors are damaged beyond repair, the blinds torn, smoke detectors damaged, kitchen cabinets damaged, a bathroom window broken, walls damaged and dirty, the carpet filthy and the unit was not cleaned.

The landlord testified that he made numerous attempts to arrange a move-out inspection but that the tenants refused to meet with the landlord. The landlord stated that the only time the tenants communicated with him after they vacated was when the tenants requested their security deposit back.

The landlord testified that the tenant called him after he sent the documents for the hearing asking the landlord what was in the package and then told the landlord he was too busy to bother with it.

The landlord in this application is seeking \$6769.39 compensation for the following:

Painting walls (actual cost \$2000.00)	\$750.00
Smoke detectors	\$80.00
Blind replacement (actual cost \$1360.00)	\$500.00
Hardwood floors	\$4414.39
Kitchen cabinets/window/faucets/cleaning	\$1025.00
Total Claim	\$6769.39

Analysis

Based on the documentary evidence and undisputed testimony of the landlord, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for compensation for damages to the rental unit. The tenants caused extensive to the rental unit during the tenancy resulting in the landlord having to install new flooring, paint the entire unit, replace all blinds and complete numerous other repairs.

I find that the landlord has established a claim for \$6769.39 in damages.
The landlord is entitled to recovery of the \$100.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$6769.39 in damages. The landlord is also entitled to recovery of the \$100.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$1025.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$5844.39** ($\$6769.39 - \$1025.00 = \$5744.39 + \$100.00 = \5844.39)

A monetary order in the amount of **\$5844.39** has been issued to the landlord and a copy of it must be served on the tenant. If the amount is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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 16, 2011.

Residential Tenancy Branch