



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, MNR, MND, FF

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession and a monetary order for unpaid rent, cleaning, repairs and for the filing fee. At the start of the hearing the landlord requested that her application be amended to include retaining the security deposit in partial satisfaction of her monetary claim.

The notice of hearing was served on the tenant on June 17, 2011, in person. The landlord filed a proof of service statement. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord called into the conference call hearing and was given full opportunity to present evidence and make submissions

The tenant moved out on June 06, 2011. Since the tenant has moved out, the landlord withdrew her application for an order of possession. Therefore, this hearing only dealt with the landlord's monetary claim for unpaid rent, cleaning, repairs, the filing fee and to retain the security deposit.

Issues to be decided

Is the landlord entitled to a monetary order to recover all or some of the above? Is the landlord entitled to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on February 01, 2011. The monthly rent was \$1,095.00 due in advance on the first of each month. The tenant paid a security deposit in the amount of \$547.50.

The tenant failed to pay rent for May 2011 and on May 26, 2011 the landlord served the tenant with a ten day notice to end tenancy. The tenant moved out on June 06, 2011 without paying rent for May and June.

The landlord stated that she found a tenant for part of June, but the rental unit was not in a suitable condition to rent and therefore the new tenant requested that his security deposit be returned. The landlord has found another tenant for July, who will move in once the work to restore the unit to a rentable condition is complete.

The landlord filed photographs of the unit which depict the condition that the tenant left it in. The landlord stated that the tenant had a ferret for a pet. The ferret was allowed to run free inside the rental unit and therefore there was considerable damage to the home. The carpets had to be replaced and the walls had to be repainted. The landlord stated that she had painted the unit just prior to the start of this tenancy and it will cost her \$250.00 to fix the damage caused by the ferret.

The landlord also stated that the tenant put up wooden shelves on the wall and they need to be removed as per the request of the new tenant. The landlord found someone to do the job at a cost of \$140.00. The landlord is also claiming \$250.00 for cleaning.

Analysis

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of the claim. The tenant did not pay rent for May and moved out on June 06, 2011, thereby causing the landlord to suffer a loss of income for the month of June. In the absence of evidence to the contrary, I find that the tenant owes rent for the months of May and June in the amount of \$2,190.00.

The landlord has filed evidence to support her claim for cleaning, to remove shelving and to paint the unit. Therefore, I find that the landlord is entitled to \$250.00 for cleaning, \$140.00 to remove shelving and \$250.00 to touch up the paint. The landlord has proven her case and is therefore also entitled to the recovery of the filing fee in the amount of \$50.00.

The landlord has established a total claim of \$2,880.00. I order that the landlord retain the security deposit of \$547.50 and accrued interest of \$0.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$2,332.50. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order for **\$2,332.50**.

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: July 11, 2011.

Residential Tenancy Branch