



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, OPB, MND, MNSD, MNDC, FF

Introduction

This conference call hearing was convened in response to the landlord's application for an Order of Possession for Cause; a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; for damage to the unit; to keep the security deposit; and to recover the filing fee associated with this application.

The landlord participated in the hearing and provided affirmed testimony. He testified that he served the Notice of a Dispute Resolution Hearing in person to the tenant on June 20th, 2011. The tenant did not participate and the hearing proceeded in the tenant's absence.

At the outset, the landlord stated that the tenant moved out of the rental unit sometime during the first week of July. Therefore the landlord withdrew his application for an Order of Possession.

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

Pursuant to a written agreement, the month to month tenancy started on May 1st, 2011. The rent of \$1050.00 was payable on the first of each month. The tenant paid a security deposit of \$525.00. Condition inspection reports were completed at the start and the end of the tenancy; however the tenant refused to sign on the landlord's observations recorded during the move-out inspection.

In his documentary evidence, the landlord provided receipts to support a monetary claim as follows:

- Steam clean carpets: \$ 221.76
- Replace door screen: \$ 110.88
- Replace closet door: \$ 70.54
- Unit cleaning: \$ 200.00
- Replace heat vent cover: \$ 9.62
- Loss of July 2011 rent: \$1050.00
- Total: \$1662.80

The landlord stated that soon after the start of the tenancy, he received complaints from neighbouring tenants concerning a loud party the tenant had from May 20th, 2011 to 5:30AM the next day. The landlord stated that he inspected the rental unit shortly thereafter and found it in an unliveable condition, extremely filthy and with damages to the carpets.

The landlord provided 51 photographs showing the condition of the unit and the damages he described. He testified that the tenant was confrontational and that she did not provide him with a forwarding address.

Analysis

I accept the landlord's undisputed testimony that he served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential*

Tenancy Act. I find that the tenant knew, or ought to have had knowledge of the date scheduled for this hearing.

Section 37 of the *Residential Tenancy Act* provides in part that upon vacating a rental unit, the tenant must leave the unit reasonably clean and undamaged, except for reasonable wear and tear. I find on the evidence that the tenant did not comply with her obligations to leave the unit reasonably clean and undamaged, that the landlord recorded damages that were beyond reasonable wear and tear, and that the landlord is therefore entitled to a monetary order as claimed.

Conclusion

I authorize the landlord to retain the tenant's \$525.00 security deposit for a balance owing of \$1137.80.

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 \$1187.80.

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: July 13, 2011.

Residential Tenancy Branch