

## **DECISION**

**Dispute Codes:** MNR, MNDC, MNSD and FF

### **Introduction**

This application was brought by the landlord on March 14, 2011 seeking a Monetary Order for damage to the rental unit, one day's per diem rent for the tenant over holding, recovery of the filing fee for this proceeding and authorization to retain the tenants' security deposit in set off against the balance owed.

Despite having been served with the Notice of Hearing, the tenant did not call in to the number provided to enable her participation in the telephone conference call hearing. Therefore, it proceeded in her absence.

As a matter of note, this dispute was originally set for hearing on June 23, 2011 but was adjourned on the tenant's request and was set for hearing on July 12, 2011 when the tenant again requested an adjournment. On granting the second adjournment, the Dispute Resolution Officer, cautioned the parties that no further adjournments would be granted and that they must be prepared to proceed at the present hearing.

### **Issues to be Decided**

This application requires a decision on whether the landlord is entitled to a Monetary Order for the claims submitted.

### **Background, Evidence and Analysis**

This tenancy began on June 1, 1993. Rent was \$1,500 per month, the tenant's share of which after subsidy was \$414.00. The landlord holds a security deposit of \$250 paid on or about June 1, 1993.

During the hearing, the landlord appeared with two staff members and submitted numerous photographs and receipts in support of his claims on which I find as follows:

**Loss of rent - \$43.00.** By consent agreement negotiated during a hearing on November 22, 2010, this tenancy was set to end at 1 p.m. on February 28, 2011 and the landlord was granted an Order of Possession effective on that date. The landlord gave evidence that the tenant had over held the rental unit by one day. He stated that the per diem claimed is based on the market rent because the association does not receive a subsidy payment unless the rental unit is occupied by tenants. The figure claimed is less than the market per diem and it is allowed in full.

**Replace damaged door jamb - \$434.** This claim is supported by a receipt and photographic evidence shows the door and jamb to be damaged beyond repair. This claim is allowed in full.

**Replace refrigerator shelf - \$82.18.** This claim is made up of a \$42.18 receipted cost of the shelf and \$40 for the time and cost of locating, picking up and installing it supported by an employee time sheet itemizing two hours work at \$20 per hour. This claim is allowed.

**General cleaning - \$320.** On the basis of photographic evidence and an employee time sheet documenting 16 hours labour, I allow this claim in full.

**Repair damage to wall - \$250.** The landlord submitted a copy of a receipt for painting the rental unit for \$1,800 which includes a separate charge for repairing a large hole in a wall, illustrated in the landlord's photographic evidence. This claim is allowed.

**Replace toilet tank lid - \$25.** The landlord's photograph shows the toilet tank lid broken in two and the landlord replaced it from stock. I find the claim to be reasonable and it is allowed.

**Filing fee - \$50.** As the application has succeeded on its merits, I find that the landlord is entitled to recover the filing fee for this proceeding from the tenant.

**Security deposit with interest – (\$309.65).** As authorized under section 72 of the *Act*, I hereby order that the landlord retain the \$250 security deposit plus \$59.65 in accumulated interest in set off against the balance owed.

Thus, I find that the tenant owes to the landlord an amount calculated as follows:

Loss of rent from one day over holding	\$ 43.00
Replace damaged door jamb	434.00
Replace refrigerator shelf	82.18
General cleaning	320.00
Repair damage to wall	250.00
Replace toilet tank lid	25.00
Filing fee	<u>50.00</u>
Sub total	\$1,204.18
Less retained security deposit with interest from June 1, 1993	- 309.65
<b>TOTAL</b>	<b>\$ 894.53</b>

## Conclusion

In addition to authorization to retain the tenants' security deposit in set off, the landlord's copy of this decision is accompanied by a Monetary Order for **\$894.53**, enforceable through the Provincial Court of British Columbia, for service on the tenant.

September 12, 2011