

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit, site or property, for unpaid rent, to keep all or part of the security deposit and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Background and Evidence

This Tenancy began on January 15, 2010 on a month to month basis as shown in the submitted copy of the signed tenancy agreement. It shows a monthly rent of \$1,050.00 payable on the 1st of each month and that a security deposit of \$525.00 was paid and is currently held by the Landlord.

The Landlord states that the Tenant's address was found by a third party and confirmed that the Tenant's resided at the address provided in the application for dispute. The Landlord has sent the application for dispute and evidence packages to the Tenant by registered mail on July 13, 2011 and has provided the Canada Post Registered Mail Item number, 79415771457.

The Landlord states that the Tenants gave notice to move out on May 1, 2011 and only paid rent of \$600.00 with a promise to pay the remainder of \$450.00 the next week for May 2011. The Landlord states that the Tenant failed to pay the rent and moved out a few days later prior to the Landlord being able to serve the Tenant with a 10 day notice to end tenancy for unpaid rent. The Landlord states that the Tenant's failed to provide a forwarding address in writing and has not made any type of contact with the Landlord for the condition inspection report for the move-out. The move-out report was completed without the Tenants on May 25, 2011 by J.W. and A.H. (Strata Council Members).

The Landlord is seeking compensation totalling, \$2,804.82 consisting of \$1,439.51 for the replacement of carpet based upon the West Can Carpet One Invoice, \$100.80 for carpet cleaning based upon the invoice from Whitakers Carpet Care, \$480.00 for general labour for cleaning and painting, \$67.30 for the replacement of window handles based upon the receipt dated May 27, 2011, a Home Depot receipts for \$45.64 and \$108.10 for painting and repair supplies and a \$113.47 for paint from Cloverdale Paint Inc. as shown in the invoice dated May 19, 2011. The Landlord also seeks to recover the unpaid rent portion of \$450.00 for May 2011. The Landlord relies on the condition inspection reports for the move-in and move-out and the photographic evidence submitted.

Analysis

I accept the Landlord's undisputed testimony and I find that the Tenant was properly served with the notice of hearing documents and evidence package as the Landlord has provided a Canada Post Registered Mail Tracking Number and that the Landlord has stated that the package was not returned by Canada Post since it was sent on July 13, 2011. The Tenant is deemed to have been served 5 days after it was sent.

Based upon the undisputed testimony of the Landlord, I find that the Landlord has established a claim for the total \$2,804.82 as listed above. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$525.00 security deposit in partial satisfaction of the claim and I grant the Landlord a monetary order under section 67 for the balance due of \$2,329.82. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$2,329.82.
The Landlord may retain the security deposit.

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: October 12, 2011.

Residential Tenancy Branch