

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, 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 or utilities, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, to keep all or part of the pet damage or security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony.

Both parties have submitted late evidence.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Background and Evidence and Analysis

Both parties agreed that the Landlord currently holds a security deposit of \$675.00 from the Tenant and that the Landlord immediately re-rented the unit on September 1, 2011 upon the Tenant vacating the rental unit on August 31, 2011.

The Landlord is seeking to claim an amended monetary amount of \$1,421.00. This consists of an estimate of \$750.00 for re-finishing the hardwood floors, \$600.00 in unpaid rent and \$71.00 in unpaid utilities. The Landlord claims that he has an estimate for re-finishing the floors for \$3,000.00 and another estimate for \$615.00 plus HST. The Landlord states that no repairs have yet been made as he claims that he has not been able to secure contractors since the end of the tenancy to obtain an estimate for work. The Landlord claims that the Tenant owes \$600.00 consisting of \$50.00 per month for the last 12 months. The Tenant states that she has never been served notice of unpaid rent by the Landlord. The Landlord is also claiming \$71.00 for unpaid utilities. The Tenant states that the utilities are shared for the building and that the Landlord has never given the Tenants notice or shown any invoices for unpaid utilities.

The Tenant disputes the unpaid rent and utilities as stated by the Landlord. The Tenant states that she has no comment of the flooring as the condition of the floor is the result of normal wear and tear and that the Landlord has not bothered to repair the floors as yet.

The Landlord is the applicant in this matter and bears the onus or burden of proof and did not submit his evidence in a timely fashion. Both parties submitted documentary evidence; however it was submitted late and not in accordance with the rules of procedure as is required and not taken into consideration for this hearing. The Landlord had no other evidence to support his application at the hearing. The Landlord has not been successful in his application.

Conclusion

The Landlord's monetary claim is dismissed without leave to reapply.
The Landlord's claim to keep the security deposit is dismissed without leave to reapply.

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: December 01, 2011.

Residential Tenancy Branch