



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit. Despite having been served on September 27 with the application for dispute resolution and notice of hearing by registered mail sent to the address she provided to the landlord, the tenant did not participate in the conference call hearing.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The landlord's undisputed testimony is as follows. The tenancy began on January 1, 2002 at which time the tenant paid a \$322.50 security deposit. The tenant gave the landlord written notice to end her tenancy on February 28, 2011.

The tenant did not vacate the unit until March 8, 2011 and the landlord seeks \$200.48 in pro-rated rent for the period in which she overheld. The tenant did not pay \$347.00 of her rent in February and the landlord seeks to recover these arrears.

When the tenant vacated the unit, she left behind a considerable amount of debris and abandoned belongings which the landlord had to remove at a cost of \$649.60. The tenant changed the locks to the rental unit and did not give the landlord a key, causing the landlord to incur a cost of \$150.00 to change the locks. The tenant left a broken window in the unit which cost \$211.68 to repair and at the end of the tenancy the drapes in the rental unit were either missing or damaged beyond repair, causing the landlord to incur a cost of \$334.45 for new drapes. The landlord seeks to recover these costs.

The landlord further seeks to recover the \$50.00 filing fee paid to bring her application.

Analysis

I accept the landlord's undisputed testimony and I find that the landlord is entitled to recover rental arrears, overholding charges, repair costs and the filing fee as outlined below. Residential Tenancy Policy Guideline #37 identifies the useful life of things purchased and assigns a 10 year useful life to draperies. As the landlord has acknowledged that the drapes were new at the outset of the tenancy, I have reduced the amount of the claim by 90% to reflect the diminished value of the drapes.

Overholding charge	\$ 200.48
Rubbish removal	\$ 649.60
Lock change	\$ 150.00
Window repair	\$ 211.68
Draperies	\$ 33.45
Filing fee	\$ 50.00
<b>Total:</b>	<b>\$1,642.21</b>

Conclusion

The landlord has been awarded \$1,642.21. I order the landlord to retain the \$322.50 security deposit and the \$11.40 in interest which has accrued to the date of this judgment in partial satisfaction of the claim and I grant her a monetary order under section 67 for the balance of \$1,308.31. This order may be filed in the Small Claims Division of the Provincial 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: December 13, 2011

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Residential Tenancy Branch