



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, OPC, MND, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession and a monetary order for unpaid rent, cost of repairs and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim.

The notice of hearing was served on the tenant on November 21, 2011 by registered mail. The landlord filed a tracking slip. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions

The tenant moved out on December 03, 2011. Since the tenant has moved out, the landlord withdrew his application for an order of possession. Therefore, this hearing only dealt with the landlord's monetary claim.

Issues to be decided

Is the landlord entitled to a monetary order to recover unpaid rent, cost of repairs and the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started June 15, 2011 and ended when the tenant moved out on December 03, 2011, just a couple of days prior to this hearing. The monthly rent was \$1,400.00 due in advance on the first of each month. Prior to moving in the tenant paid a security deposit of \$700.00.

The tenant failed to pay full rent for October and owed the landlord \$1,000.00. On October 31, 2011; the landlord served the tenant with a ten day notice to end tenancy.

In addition, the tenant failed to pay rent for November and moved out on December 03. The landlord has found a tenant for December who will pay \$950.00 for December's rent. The landlord is claiming the balance of \$450.00 for December. The landlord stated that the tenant caused considerable damage to the rental unit. The front and back doors were kicked in. The landlord has to replace the locks and repair the trim. The tenant also left holes in the wall and a considerable amount of items in the garage. The landlord estimates the damage to be close to \$2000.00.

Analysis

Based on the sworn testimony of the landlord and in the absence of evidence to the contrary, I find that the tenant owes \$1,000.00 for rent for October 2011, \$1,400.00 for November 2011 plus \$450.00 for December 2011. I find it appropriate to award the landlord \$500.00 towards the repairs that are required to restore the rental unit to its original condition. The landlord has proven his case and is therefore also entitled to the recovery of the filing fee in the amount of \$50.00.

The landlord has established a total claim of \$3,400.00.00. I order that the landlord retain the security deposit of \$700.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$2,700.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order for **\$2,700.00**

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 06, 2011.

Residential Tenancy Branch