



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR, MND, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's application for a monetary order as compensation for unpaid rent or utilities / compensation for damage to the unit, site or property / retention of the security deposit / and recovery of the filing fee. The landlord participated in the hearing and gave affirmed testimony.

Despite being served by way of registered mail with the application for dispute resolution and notice of hearing (the "hearing package"), the tenant did not appear. Evidence submitted by the landlord includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that the package was "successfully delivered."

Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the fixed term of tenancy was from August 1, 2010 to August 31, 2011. Monthly rent of \$1,600.00 was payable in advance on the 31st day of each month. A security deposit of 800.00 was collected, in addition to a \$100.00 key deposit. A move-in condition inspection and report were both completed.

The tenant vacated the unit on August 31, 2011 but failed to participate with the landlord in the completion of a move-out condition inspection and report.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, the aspects of the landlord's application and my findings are set out below.

\$1,600.00: *unpaid rent for August 2011*
\$ 90.78: *unpaid utilities (hydro & gas)*
\$ 75.00: *replacement of remote entry FOB*
\$ 165.00: *carpet cleaning*
\$ 200.00: *repairs & painting of walls*
\$ 93.74: *repairs to bathroom drywall*
\$ 50.00: *filing fee*

Total: \$2,274.52

I find that the landlord has established entitlement to the full amount claimed as set out above. I order that the landlord retain the security deposit and the key deposit in the total amount of \$900.00 (\$800.00 + \$100.00) and I grant the landlord a monetary order for the balance owed of \$1,374.52 (\$2,274.52 - \$900.00).

As the cost of \$400.00 for replacing bedroom carpet is an estimate, as opposed to a cost that has actually been incurred, this aspect of the landlord's application is hereby dismissed with leave to reapply.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,374.52**. Should it be necessary, this Order may be served on the tenant, filed in the Small Claims 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: January 26, 2012.

Residential Tenancy Branch