



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, 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 personally served with the application for dispute resolution and notice of hearing on November 17, 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 evidence is as follows. The tenancy began in October 2010 at which time the tenant paid a \$450.00 pet deposit and a \$450.00 security deposit. Rent was set at \$900.00 per month. The tenant failed to pay rent in November 2011 and on November 8 the landlord gave her a notice to end tenancy for unpaid rent. The tenant angrily destroyed the notice and left the rental unit.

The landlord seeks unpaid rent for November and loss of income for December.

The landlord testified that the tenant failed to adequately clean the rental unit and damaged the unit. He claimed that she damaged the garage wall, the door of the unit and kitchen cabinet doors. He claimed that she left holes in the living room walls and that her pet damaged the baseboards, she left the sundeck dirty and rusted, she damaged a section of the deck, broke the toilet and failed to clean the rental unit. She also failed to return the remote control for the garage door or the keys to the unit.

The landlord seeks to recover \$1,401.50 which is the amount he estimates it will cost him to complete repairs and cleaning.

Analysis

I accept the landlord's undisputed testimony and find that the tenant failed to pay rent in November and that the landlord is entitled to recover those rental arrears. I award the landlord \$900.00.

The landlord claimed to have lost income in December due to the tenant's failure to give him notice that she was vacating, but the landlord's evidence shows that he ended the tenancy by serving a 10 day notice to end tenancy. I find that the tenant was relieved of the obligation to provide notice as the landlord ended the tenancy. Further, the landlord provided no evidence that he attempted to mitigate his losses and I am not satisfied that he made reasonable efforts to re-rent the unit for December. I therefore dismiss the claim for loss of income for December.

Turning to the landlord's claim for damages, in order to succeed in his claim, the landlord must prove that the tenant damaged the unit beyond what may be characterized as reasonable wear and tear. The landlord provided no photographs of the unit and I am unable to determine the extent of the damage or whether or not it is reasonable wear and tear. For this reason I dismiss the claims for the cost of repairing the garage, replacing the door, repairing cabinetry, painting walls, replacing baseboards, removing a damaged area of the deck, removing rust from the deck and fixing the toilet.

The tenant was responsible for leaving the rental unit reasonably clean and although the landlord claimed that she did not clean, again, he provided no photographs which would enable me to determine whether or not the unit was reasonably clean. I therefore dismiss the claim for the cost of cleaning.

I accept that the tenant failed to return the remote control and keys to the rental unit and I accept that the landlord had to replace the remote and the locks. I find the claim for \$75.00 as the cost of these replacements to be reasonable and I award the landlord this sum.

I find that the landlord is entitled to recover the \$50.00 filing fee paid to bring his application and I award him \$50.00.

Conclusion

The landlord has been awarded a total of \$1,025.00. I order the landlord to retain the \$900.00 in deposits in partial satisfaction of the claim and I grant him a monetary order under section 67 for the balance of \$125.00. 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: January 04, 2012

Residential Tenancy Branch