

## **DECISION**

Dispute Codes      MND, MNR, MNDC, MNSD, FF

### Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit, unpaid rent, money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, to keep all or part of the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. The Landlord states that the notice of hearing and evidence documents were sent by registered mail to the Tenant's last known address and business address as no forwarding address in writing was received. The Tenant states that he has been out of the country since he left the rental unit and has only just received the package that was forwarded from his business address. The Landlord has provided oral testimony of the proof of service by providing the Canada Post Registered Mail Tracking Number. The Landlord states that it was signed for at the Tenant's place of business. I am satisfied that the Tenant has been properly served with the notice of hearing and evidence packages. The Tenant has filed no 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

This Tenancy began on October 20, 2010 on a fixed term tenancy until October 31, 2011 as shown in the submitted copy of the signed tenancy agreement. The monthly rent was \$1,882.87 payable on the 1<sup>st</sup> of each month and a security deposit of \$941.44 was paid. The Landlord has provided a copy of the condition inspection report for the move-in on October 20, 2010. There was no condition inspection report for the move-out.

The Landlord is seeking a monetary order for \$7,386.98. The Landlord is seeking unpaid rent for October 2011 of \$1,882.87 as the Tenant failed to pay rent. The Tenant has admitted in his direct testimony that he failed to pay rent. The Landlord is also seeking lost rental income of \$1,887.87 because the Tenant failed to give any notice to

vacate and because of the damages to the rental unit rendering it un-rentable. The Tenant disputes this stating that he was complying with the Landlord's 10 day notice to end tenancy for unpaid rent. Both parties refer to a 10 day notice to end tenancy for unpaid rent dated October 6, 2011. This notice displays unpaid rent of \$1,882.87 that was due on October 1, 2011 with an effective date of October 21, 2011. The Landlord also stated that because of damage caused to the rental that the unit could not be re-rented in a timely manner resulting in a loss of rental income of \$1,882.87 for the month of November 2011. The Landlord states that repairs to the rental unit had to be made before re-renting the unit. The Landlord is seeking recovery of \$1,769.60 (invoice from Tony Rojay Inc. for repainting of rental) for the repainting of the entire unit because of various marks and holes on the walls as shown in the submitted photographs. The invoice provided notes of various damage throughout the unit. The Tenant disputes this stating that there were marks on the walls at the beginning of the Tenancy. The Tenant admits to causing the holes in the walls for the shelving. The Landlord has submitted a copy of the condition inspection report signed by both parties that does not display any notation of damage to the walls at the beginning of the tenancy. The Tenant states that he did not read the document when he signed it. The Landlord also seeks recovery of \$106.40 (invoice from The One Junk removal) for the rubbish. The Tenant disputed this in his direct testimony stating that he hired a professional moving company to remove his property. The invoice notes removal of luggage, a computer, computer desk, speakers, speaker stands and other items. The Landlord is also seeking \$205.24 for cleaning of the rental unit. The Tenant has made no comment on this claim. The Landlord relies on the photographs and the invoice for rubbish removal. The Landlord is seeking recovery of \$1,540.00 (invoice from Beatty Floors Ltd.) for the replacement of carpet. The Landlord claims that there was stains and damage to the carpet throughout the rental. The Tenant disputes this charge stating that the carpets needed changing at the beginning of his tenancy and that he would not be held responsible for them. The Landlord relies on the condition inspection report for the move-in and the photographic evidence submitted.

### Analysis

I find through the Tenant's own direct testimony that the Landlord has established a claim for unpaid rent of \$1,882.87 for October 2011 unpaid rent. The Tenant admitted to non-payment of rent. I find that the Landlord has not established a claim for lost rental income because of a lack of notice, but that the Tenant left the rental unit in an un-rentable state causing a loss of rental income of \$1,882.87 for the month of November 2011.

I find on a balance of probabilities that the Landlord has established a claim for damages to the rental unit. The Landlord has submitted documentary evidence of damage to the rental that was not previously noted by either party on the condition inspection report for the move-in. The Landlord is entitled to recovery of the \$1,769.60 for re-painting, \$106.40 for the removal of rubbish, \$205.24 for cleaning and \$1,540.00 for the replacement of carpets. The Landlord has established a total monetary claim of \$7,386.98. The Landlord is also entitled to recovery of the \$100.00 filing fee. The Landlord may retain the \$941.44 security deposit in partial satisfaction of the claim and is granted a monetary order under section 67 for the balance due of \$6,445.54.

### Conclusion

The Landlord is granted a monetary order for \$6,455.54.  
The Landlord may retain the security deposit.

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 16, 2012.

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Residential Tenancy Branch