



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: OPC, OPB, MNR, MND, MNDC, MNSD, FF

### Introduction

This hearing was scheduled in response to the landlord's application for an order of possession / a monetary order as compensation for unpaid rent / compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security & pet damage deposits / and recovery of the filing fee. The landlord participated in the hearing and gave affirmed testimony.

Despite being served in-person at her place of work on January 27, 2012 with the application for dispute resolution and notice of hearing (the "hearing package"), the tenant did not appear.

As the tenant vacated the unit subsequent to the landlord's filing of the application, the landlord withdrew the aspect(s) of her application concerning an order of possession.

### 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 October 17, 2011 to October 31, 2012. Monthly rent of \$1,100.00 was payable in advance on the first day of each month. A security deposit of \$275.00 and a pet damage deposit of \$200.00 were collected. While there is no copy of a move-in condition inspection report in evidence, the landlord testified that one was completed near the start of tenancy.

The landlord issued a 1 month notice to end tenancy for cause dated December 20, 2011. The notice was served in-person on the tenant on that same date. A copy of the notice was submitted in evidence. There are 3 reasons identified on the notice in support of its issuance, and the date shown by when the tenant must vacate the unit is

January 31, 2012. The landlord testified that there was inconclusive back-and-forth communication between her and the tenant in regard to exactly when the tenant expected to vacate the unit.

When rent was not paid when due on January 1, 2012, the landlord issued a 10 day notice to end tenancy for unpaid rent. The notice was served by way of posting on the tenant's door on January 2, 2012. A copy of the notice was submitted in evidence. Thereafter, the tenant made no further payment toward rent and is understood to have vacated the unit on or about January 5, 2012, without notice to the landlord and without returning the unit keys.

The tenant did not provide the landlord with a forwarding address, and the landlord did not complete a move-out condition inspection report on her own following the departure of the tenant.

The landlord testified that new renters were found effective February 1, 2012.

### 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](http://www.rto.gov.bc.ca)

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

**\$1,100.00\***: unpaid rent for January 2012. I find on a balance of probabilities that the landlord undertook to mitigate her loss and that she has established entitlement to the full amount claimed.

**\$100.00**: funds intended for 2 cans of paint. In the absence of receipts or other corroborating evidence, this aspect of the application is hereby dismissed.

**\$75.00**: estimated cost of replacing broken window screen. The landlord testified that the window screen has not been replaced. This aspect of the application is, therefore, hereby dismissed.

**\$300.00**: cleaning in the unit. In the absence of a move-out condition inspection report completed by the landlord in the absence of the tenant, or a log which details the times and dates for cleaning undertaken in the unit by the landlord, I find on a balance of

probabilities that the landlord has established entitlement limited to **\$150.00\***, which is half the amount claimed.

**\$100.00:** *the estimated value of missing white plastic summer chairs;*

**\$1,000.00:** *the estimated value of a missing antique watch;*

**\$150.00:** *the estimated value of a missing camera;*

**\$150.00:** *the estimated value of missing runners.*

The above items in the combined estimated value of **\$1,400.00** are considered together. There is no documentary evidence before me in relation to the purchase value of any of these items. Further, the landlord testified that she did not witness removal of any of these items by either the tenant or others permitted on the property by the tenant. The landlord also testified that she did not report the items missing to police. Accordingly, in the absence of sufficient evidence to support this aspect of the landlord's claim, it is hereby dismissed.

**\$100.00:** *labour and paint for repainting youth's bedroom wall.* In the absence of a move-out condition inspection report completed by the landlord in the absence of the tenant, or a receipt for paint, or a log of the actual time spent repainting the subject wall, I find on a balance of probabilities that the landlord has established entitlement limited to **\$50.00\***, which is half the amount claimed.

**\$50.00\*:** *re-keying of unit door.* I find that the tenant did not return the unit keys to the landlord, and on a balance of probabilities I find that the landlord has established entitlement to the full amount claimed.

**\$60.00:** *re-keying of landlord's door.* I find that while re-keying the lock on the landlord's own door reflects caution and a concern for safety, I find that there is insufficient evidence to support a position pursuant to which the tenant is held responsible for this cost. Accordingly, this aspect of the application is hereby dismissed.

**\$50.00\*:** *filing fee.* I find that as the landlord has achieved a measure of success with her application, she has established entitlement to recovery of the full filing fee.

As for the monetary order, I find that the landlord has established entitlement to a total of **\$1,350.00**, as set out above. I order that the landlord retain the combined security & pet damage deposits in the amount of **\$475.00** (\$275.00 + \$200.00), and I grant the landlord a monetary order under section 67 of the Act for the balance owed of **\$875.00** (\$1,350.00 - \$475.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$875.00**. 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: February 16, 2012.

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Residential Tenancy Branch