



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MNR, MND, MNSD, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss; for a monetary Order for unpaid rent; for a monetary Order for damage; to keep all or part of the security deposit/pet damage deposit; and to recover the fee for filing this Application for Dispute Resolution.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make submissions to me.

The Landlord and the male Tenant agree that the Landlord personally served the male Tenant with the Application for Dispute Resolution package on December 05, 2011. The female Tenant stated that these documents were subsequently provided to her by the male Tenant.

The Landlord stated that he left a package of evidence at the male Tenant's place of employment on February 07, 2012. The male Tenant stated that he received the Landlord's evidence package on February 09, 2012. The female Tenant stated that they are prepared to proceed with the hearing at this time.

The Landlord was advised that his application for compensation for damages to the rental unit was being refused, pursuant to section 59(5)(a) of the *Residential Tenancy Act (Act)*, because his Application for Dispute Resolution did not provide sufficient particulars of his claim for compensation for damages, as is required by section 59(2)(b) of the *Act*.

In reaching this conclusion, I was strongly influenced by the absence of a detailed monetary calculation which outlines how much compensation the Landlord is claiming for "cleanup cost", for "re-keying cost", "bank charges resulting from unpaid rent", and "late payment charges for late utilities payment". Although the Landlord did submit receipts for these claims in his evidence that was received by the Tenant six days prior to this hearing, I find that the receipts do not clarify the specifics of the claim, as the receipts exceed the total amount of the claim and do not clarify the claim for "bank charges resulting from unpaid rent". I find that proceeding with the Landlord's claim for

damages at this hearing would be prejudicial to the Tenant, as the absence of particulars makes it difficult for the Tenant to adequately prepare a response to the claims. The Landlord was advised that he retains the right to file another Application for Dispute Resolution in which he claims compensation for damages to the rental unit.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to compensation for unpaid rent; to retain all or part of the security deposit/pet damage deposit paid by the Tenant; and to recover the filing fee for the cost of this Application for Dispute Resolution.

Background and Evidence

The Landlord and the Tenant agree that the Tenant moved into the rental unit on August 28, 2009; that the Landlord did not complete a Condition Inspection Report at the start of the tenancy; that the Landlord did not schedule a time and date, orally or in writing, to complete a Condition Inspection Report at the start of the tenancy; that during the latter part of the tenancy the Tenant was required to pay monthly rent of \$1,300.00 by the first day of each month; that the Tenant paid a security deposit of \$500.00 and a pet damage deposit of \$200.00; that the tenancy end on October 28, 2011 or October 29, 2011; that the Landlord did not complete a Condition Inspection Report at the end of the tenancy; that the Landlord did not schedule a time and date, orally or in writing, to complete a Condition Inspection Report at the end of the tenancy; that the Tenant did not provide the Landlord with a forwarding address at the end of the tenancy; and that the Tenant did not pay rent for October of 2011.

Analysis

On the basis of the undisputed evidence presented at the hearing, I find that the Tenant was required to pay \$1,300.00 in rent for October and that the Tenant has not made that payment. As the Tenant is required to pay rent, pursuant to section 26(1) of the *Act*, I find that the Tenant must pay \$1,300.00 in outstanding rent to the Landlord.

I find that the Landlord's application has merit and I find that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$1,350.00, which is comprised of \$1,300.00 in unpaid rent and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain the Tenant's security deposit of \$500.00 and pet damage deposit of \$200.00 in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the amount \$650.00. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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 15, 2012.

Residential Tenancy Branch