



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNDC, MNSD and FF

Introduction

This hearing was convened on the landlord's application of January 30, 2012 seeking a Monetary Order for unpaid rent and loss of rent, cleaning and repair of the rental unit, recovery of the filing fee for this proceeding and authorization to retain the tenant's security and pet damager deposits in set off against the balance found to be owed.

Despite having been served with the Notice of Hearing sent by registered letter on February 3, 2012, the tenant did not call in to the number provided to enable his participation in the telephone conference call hearing. Therefore, it proceeded in his absence.

Issue(s) to be Decided

This matter requires a decision on whether the landlord is entitled to a monetary award for the claims submitted and authorization to retain all or part of the security and pet damage deposit in set off against any balance found to be owed.

Background, Evidence and Analysis

This tenancy began on October 1, 2006 and the tenant moved out with late notice on February 10, 2010. Rent was \$908 per month and the landlord holds a security deposit of \$417.50 paid on or about October 1, 2006 and a pet damage of \$438 paid on May 1, 2009.

During the hearing, the landlord gave evidence that the tenant had acknowledged the indebtedness claimed herein during the move-out condition inspection and acknowledged that he relinquished the security and pet damage deposits by signing the appropriate portion of the form.

The tenant promised to submit a repayment proposal, but when he had not done so, the landlord wrote to tenant on May 7, 2010, reminding him of the obligation and offering to accept payments of one-quarter of the debt on the 21st of May, June, July and August of 2010.

As the tenant had made no payments on the proposed schedule and did not respond to a further telephone reminder from the landlord on January 27, 2012, and as the end of the two-year limitation period to file a claim was imminent, the landlord was forced to bring the present application.

The landlord has submitted into evidence copies of the move-in/move-out condition inspection reports and the tenant's ledger in support of the claims submitted. Given the tenants written acknowledgement of the indebtedness on the move-out condition inspection form and his declining the opportunity to contest the claims at the hearing, I find that the landlord's application succeeds on all claims as follows:

Rent shortfall for January 2010	\$118.63
Repair holes	40.00
Second coat of paint	250.00
Replace four sets of bi-fold doors @ \$60 each	240.00
Portion of cost of new living room carpet	200.00
Portion of cost of a bedroom carpet	100.00
Cleaning of kitchen	34.00
Filing fee	50.00
Sub total	\$1,940.63
Less retained security deposit	- 417.50
Less interest (October 1, 2006 to date)	- 13.18
Less pet damage deposit (No interest due)	- 438.00
TOTAL remaining balance owed to landlords by the tenants	\$1,071.95

Conclusion

In addition to authorization to retain the tenant's security and pet damage deposits in set off, the landlord's copy of this decision is accompanied by a Monetary Order for **\$1,071.95**, enforceable through the Provincial Court of British Columbia, for service on the tenant.

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: March 29, 2012.

Residential Tenancy Branch