



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This conference call hearing was convened in response to the landlord's application for a Monetary Order for damage to the unit; to keep the security and pet damage deposit; and to recover the filing fee associated with this application.

The landlord participated in the hearing and provided affirmed testimony. He testified that he served the Notice of a Dispute Resolution Hearing to the tenant by way of registered mail sent on January 20, 2012, and provided a Canada Post tracking number. The tenant did not participate and the hearing proceeded in the tenant's absence.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of a single detached home. Pursuant to a written agreement, the tenancy started on August 1, 2007. The rent is \$2400.00 per month and the tenant paid a security deposit of \$1200.00 and a pet damage deposit of \$300.00 totalling

\$1500.00. According to the Residential Tenancy Branch interest calculator, the accrued interest until the tenancy ended on December 31, 2011 is \$32.07

The landlord testified that the tenant left on the heels of an apparent New Year's eve party. In his documentary evidence the landlord provided a video recording in CD format, showing that the tenant did not clean the house, left a fridge full of food, and garbage strewn throughout the yard. The landlord also provided 49 photographs in support of his claim for damages, showing in part extensive damage and personal items left behind which included automotive parts, damage to the walls and door railings, missing baseboards, and missing or damaged door hardware.

The landlord provided an invoice for the complete repairs, garbage disposal, and replacement cost where applicable for a claim totalling \$1782.78.

Analysis

I accept the landlord's undisputed testimony that he served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the tenant knew, or ought to have had knowledge of the date scheduled for this hearing.

Section 37 of the *Residential Tenancy Act* provides in part that upon vacating a rental unit, the tenant must leave the unit reasonably clean and undamaged, except for reasonable wear and tear. I am satisfied on the evidence that the tenant did not comply with Section 37, and I find that the landlord is entitled to recover the cost of repairs as claimed.

Conclusion

The landlord established a claim of \$1782.78. I authorize the landlord to retain the tenant's \$1532.07 security and pet damage deposit (with interest) for a balance owing of \$250.71. Since the landlord was successful, I award the landlord recovery of the \$50.00 filing fee. Pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$300.71.

This Order may be registered 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: March 22, 2012.

Residential Tenancy Branch