



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This conference call hearing was reconvened following an adjournment granted at the tenant's request through her advocate on March 8, 2012, in response to the landlord's application for a Monetary Order for unpaid rent and for damage to the rental unit; to keep the security deposit; and to recover the filing fee associated with this application.

The landlord participated in the hearing and provided affirmed testimony. The Residential Tenancy Branch sent both parties with a new notice of a dispute resolution hearing on March 8, 2012. 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 two bedroom basement suite. Pursuant to a written agreement, the tenancy started on July 24, 2010. The rent was \$850.00 per month and the tenant paid a security deposit of \$212.50.

The landlord testified that the tenant was short \$125.00 for the rent in December 2011 and January 2012.

In her documentary evidence, the landlord provided 20 photographs in support of her claim for damages, showing several holes and scratches on the walls, excessive nail holes and deep gouges, a missing piece of baseboard, and some stains on the carpet, which she said was new when the tenancy started.

The landlord submitted a monetary claim supported by a work estimate as follows:

- Unpaid rent for December 2011:	\$ 125.00
- Unpaid rent for January 2012:	\$ 125.00
- Work estimate for repairs:	\$1696.80
- Sub-total:	\$1946.80
- Filing fee:	\$ 50.00
- Total:	\$1996.80
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Analysis

I accept the landlord's undisputed testimony that she served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*, and that following the tenant's request for an adjournment, the tenant was properly served with a new notice sent on March 8, 2012 by the Residential Tenancy Branch. 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. Based on the landlord's testimony and documentary evidence, I find that the tenant did not comply with this statutory obligation and that the landlord is entitled to recover unpaid rent and the cost to repair the unit as claimed.

Conclusion

The landlord established a claim of \$1996.80. I authorize the landlord to retain the tenant's \$212.50 security deposit for a balance owing of \$1784.30. 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 \$1834.30.

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 27, 2012.

Residential Tenancy Branch