

DECISION

Dispute Codes OPR, OPC, MNR, MND, MNDC, MNSD, FF

Introduction

This is an application filed by the Landlord for an order of possession, a monetary order for unpaid rent, for damage to the unit, site or property, for money owed or compensation for damage or loss under the Act, to keep all or part of the pet damage or security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. The Landlord has submitted 1 documentary evidence package, which the Tenant has acknowledged receiving. The Tenant has submitted no documentary evidence. As both parties have attended the hearing and both have acknowledged receiving any documentary evidence submitted for the hearing, I am satisfied that both have been properly served with the notice of hearing and evidence submitted as deemed under the Act.

It was clarified at the beginning of the hearing by the Landlord's agent that an order of possession is no longer required. As such, those portions of the Landlord's claim for an order of possession is considered withdrawn by the Landlord. It was further clarified that the Landlord's monetary claim is amended to reflect the increased amount to \$1,494.53 as shown in the submitted monetary worksheet and that the Tenant was provided prior notice of the amendment in the evidence submitted prior to the hearing.

Section 72 of the Act addresses **Director's orders: fees and monetary order**. With the exception of the filing fee for an application for dispute resolution, the Act does not provide for the award of costs associated with litigation to either party to a dispute. Accordingly, the Landlord's claim for recovery of litigation costs is dismissed.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the pet damage and/or the security deposit?

Background, Evidence and Analysis

This Tenancy began on July 30, 2011 on a fixed term tenancy until January 31, 2012 then thereafter on a month to month basis as shown by the Landlord's submitted copy of the signed tenancy agreement. The monthly rent was \$850.00 payable on the 1st of each month and a pet damage deposit of \$250.00 and a security deposit of \$425.00 were paid to the Landlord.

The Landlord states that police kicked down the front door in of the rental unit searching for the Tenant. The Landlord states that the Tenant fled the premises without any notice to end the tenancy and is seeking compensation for the loss of rental income of the monthly rent equal to \$850.00 for February of 2012. The Tenant states that January rent was paid and that he did not have access to any information to contact the Landlord in ending the tenancy. The Tenant stated that he left the rental unit in the last week of January 2012. The Landlord seeks loss of rental income because of the un-rentable state of the rental unit from damage and cleaning that was required and for the lack of notice. I find based upon the direct testimony of both parties that the Landlord has established a claim for loss of rental income of \$850.00. The Tenant failed to provide any notice to the Landlord and because of damage incurred from the police caused the unit to be un-rentable until repairs and cleaning could be completed.

The Landlord has submitted an incomplete condition inspection report dated February 3, 2012 and has also submitted photographs in support of the claim for damages. The Landlord has submitted receipts for costs incurred from the repairs and cleaning. The Tenant has not disputed the Landlord's monetary claims for damages and cleaning as well as the replacement costs of a parking pass. The Tenant stated that the front door keys and FOB replacements were placed in the rental unit mail box, but did not notify the Landlord. The Landlord states that only 1 set of each was returned and that there were two sets of each as indicated on the condition inspection report that were issued to the Tenant.

I find on a balance of probabilities that the Landlord has also established a claim for the following costs incurred as listed on the monetary worksheet and the receipts submitted as evidence.

\$20.00 Strata Fee for the replacement of a parking pass.

\$75.00 Strata Fee for the replacement of 1 front door key.

\$100.00 Strata Fee for the replacement of 1 FOB.

\$14.49 cleaning supplies from Save On Foods.

\$17.53 replacement cost of bulbs and a bathroom door stop from HomeDepot.

\$75.60 replacement cost of a bathroom door kicked down by police from Crown Door Corp.

\$45.04 for paint for the replaced bathroom door from Dulux Paints.

\$18.31 for painting supplies and wall repair supplies from Canadian Tire.

\$200.00 for general labour for 20 hours at \$10.00 per hour for painting, repairs and general cleaning of the rental unit.

The Landlord has established a claim of \$565.97 for costs incurred to bring the unit back to a rentable state and the loss of rental income of \$850.00 for February 2012. The Landlord has established a total monetary claim for \$1,415.97. The Landlord is also entitled to the recovery of the \$50.00 filing fee. I order that the Landlord retain the \$250.00 pet damage deposit and \$450.00 security deposit in partial satisfaction of the claim and I grant the Landlord a monetary order under section 67 for the balance due of \$790.97. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$790.97.

The Landlord may retain the pet damage deposit and the security deposit.

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: May 25, 2012.

Residential Tenancy Branch