



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MNSD, OPR,

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

Although deemed served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on May 2, 2012, and a Canada post tracking number was provided as evidence of service, the tenant did not appear.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the tenant has been duly served in accordance with the Act.

Preliminary Issue

The landlord's agent stated they are withdrawing their claim for compensation for the dishwasher. The landlord is at liberty to reapply at a later date.

Issue(s) to be Decided

Is the landlord entitled to monetary order for unpaid rent?

Is the landlord entitled to compensation for damages?

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

Background and Evidence

Based on the affirmed testimony of the landlord, I find that the tenant was served with a Notice to End Tenancy for non-payment of rent. The tenant has not paid all the outstanding rent and did not apply to dispute the Notice and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice. The tenants vacated the rental unit on April 15, 2012.

The landlord's agent testified that the tenant did not pay rent for April 2012 and are seeking half of the month rent payable under the tenancy agreement. The landlord is seeking unpaid rent in the amount of \$475.00

The landlord's agent testified that the tenant's cat damaged two blinds, one blind they were able to replace the cords and the other blind had to be replaced. The landlord is seeking compensation for the damage blinds is the amount of \$189.24. The landlord's agent stated the blinds were four years old.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Although the landlord is entitled to an order of possession in these circumstances, the tenant has vacated the rental unit and therefore, an order of possession is no longer required.

I find that the tenant has failed to pay rent under the Act and tenancy agreement. Therefore, I find the landlord is entitled to compensation for unpaid rent in the amount of **\$475.00**

The evidence of the landlord's agent was the tenant's cat damaged the cords of the blinds. I find the landlord is entitled to compensation.

Policy Guideline 37 states the useful life of a blind is 10 years. In this case, the blinds were four years old. The evidence of the landlord's agent was it cost \$189.24 to repair and replace the blinds. As the blinds were four years old, the landlord is entitled to the depreciated value of sixty percent. Therefore, I find the landlord is entitled to compensation for the cost of repairing and replacing the blinds in the amount of **\$118.94**.

I find the landlord has established a total monetary claim of **\$593.94** comprised of the balance of rent owed for April 2012, and for damages to the blinds. I order that the landlords retain the deposit and interest of **\$475.00** in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$118.94**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The tenant failed to pay rent and did not file to dispute the Notice to End Tenancy, and vacated the rental unit. Therefore, an order of possession is not required.

The landlord may keep the security deposit and I granted a monetary order for the balance due.

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 18, 2012.

Residential Tenancy Branch