



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 hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

The hearing first convened on March 14, 2012. Both the landlord and the tenant attended the teleconference hearing on that date. The tenant requested an adjournment because there was confusion regarding the tenant's mailing address and he had only received the landlord's application two days prior to the hearing. In order to ensure a fair hearing, I granted the adjournment.

The landlord and the tenant attended the reconvened hearing on April 4, 2012, and due to further problems with mailing addresses, neither party had received the notice of reconvene in a timely manner. The landlord and tenant both requested a further adjournment so that they could submit further evidence. I granted the second adjournment.

The hearing convened a third time on May 1, 2012. On that date, only the landlord attended. I was satisfied that the tenant had been served with notice of the reconvened hearing, and proceeded to hear the landlord's claim in the tenant's absence.

I have reviewed all evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on June 1, 2010, with monthly rent of \$1450 payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$725. The landlord and the tenant conducted a joint move-in inspection and completed the condition inspection report on October 2, 2010. The tenant failed to pay rent in the months of January 2012 and February 2012, and the tenant abandoned the rental unit in February 2012.

The landlord's evidence was that the tenant left damage and furniture after he abandoned the rental unit. The landlord needed to repair holes in the walls and doors; install a new light fixture because it was missing; repair a damaged bathroom cabinet door; paint the unit; and dispose of a chair and couch. The landlord has claimed \$925.12 for this work. In support of her claim, the landlord submitted photographs of the damage and invoices for the work done.

The landlord has also claimed \$2900 in unpaid rent for January 2012 and February 2012. The landlord submitted copies of the tenant's returned cheques for these amounts.

Analysis

Based on the landlord's undisputed evidence, I find that she is entitled to her monetary claim in its entirety. The landlord is also entitled to recovery of the \$50 filing fee for the cost of her application.

Conclusion

The landlord is entitled to \$3875.12. I order that the landlord retain the security deposit of \$725 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$3150.12. This order may be filed 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: May 11, 2012.

Residential Tenancy Branch