



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR MNSD MNDC 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. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on March 8, 2012, the tenant did not participate in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on August 1, 2011 as a fixed-term tenancy to end on July 31, 2012. Rent in the amount of \$800 was 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 \$400. The landlord and the tenant carried out a joint move-in inspection and signed the condition inspection report on July 31, 2011. The tenant did not pay rent for February 2012 and then he abandoned the rental unit in that month. The tenant emailed the landlord a forwarding address on February 25, 2012.

The tenant caused damage to the rental unit and did not do cleaning or repairs before vacating. The landlord has claimed the following monetary amounts:

- 1) \$179.20 for carpet cleaning
- 2) \$21.75 for garbage disposal
- 3) \$4117.48 for carpet replacement – most of the carpets in the rental unit were about one year old; two carpets in the bedroom were older but in good condition. At the end of the tenancy there were holes, stains and cigarette burns in the carpets, and they smelled very bad from cigarette smoke. The landlord attempted to clean the carpets, but the stains and smells could not be removed.

- 4) \$550 for paint – the unit had been freshly painted at the beginning of the tenancy, and at the end of the tenancy the walls needed repairs and there was a smell from cigarette smoke.
- 5) \$2400 for unpaid rent and lost revenue for February, March and April 2012 – once the landlord knew that the tenant had abandoned the rental unit, the landlord had to carry out cleaning and repairs, and he started advertising the unit to re-rent in March 2012. The landlord was unable to re-rent the unit until May 2012.

The landlord provided photographs, invoices and a copy of the move-in condition inspection report in support of his application.

Analysis

Upon consideration of the undisputed evidence, I find that the landlord is entitled to his claim in its entirety.

As the landlord's claim was successful, he is also entitled to recovery of the \$100 filing fee for the cost of his application.

Conclusion

The landlord is entitled to \$7368.43. I order that the landlord retain the security deposit of \$400 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$6968.43. 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 18, 2012.

Residential Tenancy Branch