

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

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

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend. The Landlord states that the Tenant was served with the notice of hearing and evidence package by Canada Post Registered Mail on May 2, 2012. The Landlord has submitted the Canada Post Customer Receipt as evidence and states that the original package was returned by Canada Post as unclaimed. The Landlord states that she has confirmed by email the address provided and that the Tenant referred the Landlord and any future monetary issues to an accountant at Deloitte as he has filed for bankruptcy. I am satisfied that the Tenant was properly served with the notice of hearing and evidence package by Canada Post Registered Mail as deemed under the Act.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Background and Evidence

This Tenancy began on March 1, 2009 on a fixed term tenancy that later changed to a month to month basis as shown by the submitted copy of the signed tenancy agreement. A security deposit of \$625.00 was paid on February 10, 2003.

The Landlord states that the Tenancy ended on March 31, 2012 and upon inspection revealed that the Tenant left the rental unit with a custom paint job that was not approved, missing bedroom blinds and the replacement of a broken sink. The Landlord is seeking compensation for the recovery of \$1,277.92. This consists of \$325.92 for the replacement costs of bedroom blinds, \$476.00 for the removal of a damaged sink and installation of a replacement and \$476.00 for painting over an unauthorized custom

paint job. The Landlord has submitted copies of the invoices for each and relies on the invoices and the condition inspection report for the move-in (completed) and the move-out (incomplete). The Landlord has also submitted as part of their documentary evidence copies of two inspection reports dated February 28, 2008 and February 17, 2012 of the custom wall paints made by the Tenant.

Analysis

I accept the undisputed testimony of the Landlord and find based upon the documentary evidence that the Landlord has established a claim for the amount claim of \$1,277.92. This is supported by the invoices and condition inspection reports. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$625.00 security deposit and the accrued interest to date of \$22.14. I order that the Landlord be granted a monetary order under section 67 for the balance due of \$680.78. 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 \$680.78.
The Landlord may retain the security deposit and accrued interest.

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: June 26, 2012.

Residential Tenancy Branch