



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNSD, MNR, MND, FF*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent, the cost of repairs and painting and for the recovery of the filing fee. The landlord also applied to retain the security deposit.

The landlord testified that he served the tenant with the notice of hearing by process server and filed proof of service. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid rent, the cost of repairs and painting and the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on January 20, 2011 and ended on April 30, 2012. The monthly rent was \$1,100.00 payable on the first of each month and does not include the cost of oil to heat the rental unit. The landlord filed a copy of the tenancy agreement which contains a term requiring the tenant to refill half the oil tank at the end of tenancy. Prior to moving in, the tenant paid a security deposit of \$550.00

The landlord stated that the tenant failed to pay rent for April and moved out on April 30, 2012 leaving the unit in a condition that required repairs and painting. The landlord filed two photographs that show writing on one wall and panels removed from a second wall. The landlord has also filed a copy of an email from a contractor that describes the condition of the walls and doors and states that they needed to be painted and repaired. The email does not provide any further details regarding the actual work done or the cost of the work. The landlord requested to be allowed to retain the security deposit towards the cost of repairs and painting.

The landlord also applied for the cost of oil to heat the rental unit. As per the tenancy agreement, the tenant was required to leave the oil tank half full.

Prior to the end of tenancy, the landlord had paid for oil and filed a note written by the tenant in acknowledgement of the amount she owed the landlord for oil. Overall the landlord is claiming \$1,050.00 towards the cost of oil and has filed sufficient evidence to support his claim.

The landlord is also claiming \$1,100.00 for unpaid rent for April 2012 and \$50.00 for the filing fee.

Analysis

Section 26 of the *Residential Tenancy Act*, states that a tenant must pay rent when it is due under the tenancy agreement. In the absence of evidence to the contrary, I find that the tenant did not pay rent for April 2012. Therefore, I find that the landlord is entitled to rent in the amount of \$1,100.00.

I accept the evidence filed by the landlord to support his claim of \$1,050.00 for the cost of oil and accordingly I find that the landlord is entitled to this claim.

I further find that the landlord did not file sufficient evidence to support his claim to keep the security deposit towards the cost of repairs and painting.

Overall the landlord has established a claim of \$1,100.00 for rent and \$1,050.00 for the cost of oil. Since the landlord has proven his claim he is also entitled to the recovery of the filing fee of \$50.00 for a total claim of \$2,200.00.

I order that the landlord retain the security deposit of \$550.00 and the accrued interest of \$0.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$1,650.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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Conclusion

I grant the landlord a monetary order of **\$1,650.00**.

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: July 17, 2012.

Residential Tenancy Branch