



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MND, MNDC, MNSD, FF

Introduction

This hearing concerns the landlord's application for a monetary order as compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. Two agents representing the landlord participated in the hearing and gave affirmed testimony. Despite service of the application for dispute resolution and notice of hearing (the "hearing package") by way of registered mail, the tenant did not appear. Evidence submitted by the landlord includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that the item was "successfully delivered."

Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the tenancy began on April 1, 2011. Monthly rent of \$725.00 was due and payable in advance on the first day of each month, and a security deposit of \$362.50 was collected. Subsequently, effective May 1, 2012, monthly rent was increased by \$15.00 to \$740.00. A move-in condition inspection and report were completed with the participation of both parties at the start of tenancy.

The landlord issued a 1 month notice to end tenancy for cause dated May 31, 2012. The notice was served in-person on the tenant on that same date. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is June 30, 2012. Reasons shown on the notice for its issuance are as follows:

Tenant or a person permitted on the property by the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord
- seriously jeopardized the health or safety or lawful right of another occupant or the landlord

The tenant did not file an application to dispute the notice and, thereafter, a move-out condition inspection and report were completed with the participation of both parties on June 29, 2012, at which time the tenant also provided her forwarding address in writing.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Based on the documentary evidence which includes receipts and photographs, in addition to the affirmed / undisputed testimony of the landlord's agents, I find that the landlord has established entitlement to a claim in the total amount of \$901.92, which is comprised as follows:

\$72.80: carpet cleaning / \$345.52: repair broken window / \$313.60: repairs and painting of walls / \$120.00: repair bathroom tiles and removal of items / \$50.00: filing fee.

I order that the landlord retain the security deposit of \$362.50, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$539.42 (\$901.92 - \$362.50.)

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of \$539.42. Should it be necessary, this order may be served on the tenant, 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: September 20, 2012.

Residential Tenancy Branch