

DECISION

Dispute Codes MNR, MND, MNSD, FF

Introduction

This is an application filed by the Landlord for a monetary order for unpaid rent or utilities, for damage to the unit, site or property, 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 and did not submit any documentary evidence. The Landlord states that the Tenant was served with the notice of hearing and evidence package by Canada Post Registered Mail on July 13, 2012 and has provided in his direct testimony the Customer Receipt Tracking report to support this. As such, I am satisfied that both parties have been properly served with the notice of hearing and evidence submitted.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to keep all or part of the pet damage and security deposits?

Background, Evidence and Analysis

This Tenancy began on May 1, 2011 on a fixed term tenancy until April 30, 2012 and then thereafter on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent was \$1,500.00 payable on the 1st of each month and a security deposit of \$750.00 and a pet damage deposit of \$375.00 was paid on April 11, 2011.

The Landlord states that the Tenant failed to pay the June 2012 rent of \$1,500.00. The Landlord has provided a copy of the rent cheque and an email chain between the two parties explaining that the Tenant had insufficient funds to clear the rent cheque. The Landlord stated in his direct testimony that both parties agreed that the Landlord would not cash the cheque to avoid bank charges and that the Tenant would provide payment later. The Tenant vacated the rental unit at the end of June 2012. The Landlord states that the Tenant has never followed through to pay the outstanding rent for June up to the date of this hearing.

I find based upon the above undisputed testimony that the Landlord has established that the Tenant failed to pay June rent of \$1,500.00.

The Landlord also seeks compensation for damage to the rental unit. The Landlord has submitted a completed condition inspection report for the move-in (April 26, 2011) and the move-out (July 1, 2012). The Landlord states that the Tenant vacated on June 30, 2012. The Landlord seeks \$296.80 for the repair of a microwave that was noted on the inspection report. The Landlord has submitted an "Estimate" from Q-Tel Services Ltd. dated August 30, 2012. The Landlord states that this is copy of the completed invoice that was paid. The Landlord stated that he was unable to provide any other supporting evidence at this time but that this was the only receipt issued by Q-Tel Services Ltd.

I find that the Landlord has established a claim for the repair of the microwave based upon the above undisputed claims, the condition inspection report and the invoice for repair. The Landlord is entitled to the \$296.80 repair claim.

The Landlord also seeks recovery of \$70.56 for the repair of kitchen drawers that were damaged and noted on the inspection report. The Landlord has submitted a copy of an invoice from a contractor, G.U. who works for Brothers Construction Ltd. who performed the repairs.

I am satisfied based upon the Landlord's undisputed testimony, condition inspection report and the invoice that the Landlord has established a claim for the \$70.56.

The Landlord is seeking as well \$431.20 based upon an estimate received from the contractor, G.U. from Brothers Construction Ltd. for the estimated repair and painting of 2 damaged walls. The Landlord indicated that this work was not done because his new tenant did not want repair work during his tenancy. The Landlord has confirmed that no repair work has been done, but that there is no dispute that there is damage.

It is the Landlord's responsibility to satisfy me that a loss occurred. I find that the Landlord has failed to do this based upon the estimate for work not yet made. The Landlord's direct testimony indicates that a new tenant occupies the rental unit where the damaged walls have been left as is. The Landlord is not out of pocket as there has been no repairs yet. I find that this portion of the Landlord's application is premature and dismiss it with leave to reapply. Leave to reapply is not an extension of any applicable limitation period.

The Landlord has established a total monetary claim for \$1,867.36. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the

\$1,125.00 combined security and pet damage deposit in partial satisfaction of the claim and I grant the Landlord a monetary order under section 67 for the balance due of \$792.36. 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 \$792.36.

The Landlord may retain the \$1,125.00 in combined security and pet damage deposits.

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 25, 2012.

Residential Tenancy Branch