



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, OPC, MND, FF

### Introduction

This matter dealt with an application by the Landlord for an Order of Possession, for compensation for damage to the unit site or property and to recover the filing fee.

The Landlord said she served the Tenant with the Application and Notice of Hearing (the "hearing package") by personal delivery November 4, 2012. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

### Issues(s) to be Decided

1. Does the Landlord have grounds to end the tenancy?
2. Are there damages to the unit and if so, how much?
3. Is the Landlord entitled to compensation for damages and if so how much?

### Background and Evidence

This tenancy started on April 15, 2012 as a 1 year fixed term tenancy with an expiry date of March 15, 2013. Rent was \$2,000.00 per month payable in advance of the 15th day of each month. The Tenant paid a security deposit of \$1,000.00 on April 6, 2012.

During the course of the hearing it was explained to the Landlord monetary claims can be made after the work or expense has been completed and must be verified with receipts to prove a loss actually exists. The Landlord said the tenancy ended on November 14, 2012 and they have not completed the repairs to the house therefore they do not have receipts to verify their claims. The Landlord said they would withdraw the application until after the repairs were completed. As well the Landlord said they did not claim for unpaid rent, but may do so in their next application.

The Tenant said he did not receive the Landlord's evidence package and therefore it was difficult for him to prepare a defence. The Tenant did said that he paid a carpenter to repair the garage door, he cleaned all the carpet before leaving, the 3 doors in the unit that were damaged were repaired or replaced and the damaged door frames were professionally replace. The Tenant agreed there was minor damage to the unit during the tenancy, but he spent approximately \$900.00 (some receipts were submitted) and his time to repair all the damage to the unit before he moved out. The Tenant provided a video disc and photographs that were done on November 12, 2012 that showed the repairs to the unit were completed as indicated in his testimony. The unit appeared clean and in reasonable condition from the video and photographs. The Tenant said the Landlord did not do a move in or move out inspection and he has indicated to the Landlord that the Landlord can retain his security deposit of \$1,000.00 as full settlement of the Landlord's claims.

As the Landlord has possession of the unit and the Landlord has made a premature application for their monetary claims because the tenancy ended on November 14, 2012 and so the repair work has not been completed, I accept the Landlord's request to withdraw the application.

### Conclusion

The Landlord's application is withdrawn.

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*.

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Residential Tenancy Branch