



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

Both parties attended the hearing by conference call and gave testimony. As both parties have attended the hearing and have confirmed receipt of the notice of hearing package and the submitted documentary evidence by the other party, I am satisfied that both parties have been properly served with the notice of hearing and evidence submitted.

During the hearing the Tenant advised that the address provided for her on the application was wrong as shown in her submitted documentary evidence. With consent from both parties, the Tenant's address on the application shall be amended.

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

Both parties agreed that the Tenant paid a subsidized rent of \$590.00 per month and that a security deposit of \$500.00 was paid during this 4 year tenancy.

The Landlord states that the market rent level for this tenancy was \$1,243.00 per month and the Tenant's subsidized portion is \$590.00.

The Landlord states that the Tenant abandoned the rental unit without notice and moved out leaving her contents and damage to the rental unit. The Landlord has submitted a letter dated January 5, 2012 from the Tenant stating that the rental was abandoned as of June 2, 2012 and that some personal contents were left to be disposed of by the Landlord.

The Landlord seeks a monetary order for \$9,109.31 which consists of damage to the carpets requiring replacement (\$2,970.30), \$751.01 from replacement of damages parts, \$4,045.00 for General Contracting of repairs and for the loss of rental income during repairs (\$1,243.00). The Landlord has submitted photographs, invoices and receipts to confirm the damages and costs. The Landlord states that in order to keep costs down much of the work was performed by staff that took approximately 5 weeks to make the rental unit habitable again. The Landlord states that the rental was successfully re-rented on July 3, 2012.

The Tenant has stated that she does not dispute the damages, but points out that the basement carpet required replacing when she moved in and that after she moved out the Landlord refused to allow her father to make repairs.

Analysis

I accept the undisputed testimony of the Landlord and find that a monetary claim has been established. I find based upon the Tenant's own direct testimony that damage occurred during the 4 year tenancy which was not reported to the Landlord. As well the photographs and the Landlord's direct testimony provide sufficient evidence to satisfy me of the claim. However, the Landlord's claim is limited to the \$8701.31 that was applied for in the original application. The Landlord has established a monetary claim for \$8,701.31. The Landlord is also entitled to recovery of the \$100.00 filing fee. I order that the Landlord retain the \$500.00 security deposit and grant the Landlord a monetary order for \$8,301.31. 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 \$8,301.31.
The Landlord may retain the security deposit.

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: March 21, 2013

Residential Tenancy Branch

