



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD, MND, FF

Introduction

This hearing was convened in response to cross-applications by the parties for dispute resolution.

The tenant filed on July 11, 2013 pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order for return of the security deposit - Section 38
2. An Order to recover the filing fee for this application - Section 72.

The landlord filed on September 06, 2013 pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows, as amended in the hearing by the landlord:

1. A Monetary Order for damages – Section 67
2. An Order to recover the filing fee for this application (\$50) - Section 72.

Despite the tenant having also filed their own application for dispute resolution to be heard at this time, the tenant did not participate in the conference call hearing. As a result, the tenant's application is preliminarily **dismissed**, without leave to reapply.

The landlord testified they served the tenant with their application by registered mail, for which they provided a receipt and tracking number. The landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The landlord provided a copy of the tenancy agreement, a series of photographs of

claimed damages and an estimate for repairs by a renovations contractor of \$2800.00.

The tenancy began in March 2012 and the parties then renewed the tenancy on March 16, 2013 and the security deposit was rolled over to the new tenancy agreement.

The landlord originally collected a security deposit in the amount of \$775.00 - which the landlord still holds in trust. The landlord testified the tenant abandoned the rental unit on April 06, 2013. The landlord testified that upon inspection, it appeared that the rental unit was being used as a rooming house or other unauthorized purpose, as it contained 9 beds. The landlord claims that the rental unit was severely damaged and provided photographs of the purported damages. On April 10, 2013 the landlord secured an estimate to remediate the unit including removing all cast-offs in the amount of \$2800.00.

Analysis

On preponderance of the evidence submitted and the undisputed testimony, I accept the landlord's evidence submitted as establishing that they incurred the amount of damage claimed and that they are entitled to compensation in the amount of \$2800.00. The landlord is entitled to recover the \$50 filing fee paid for their application for a total award of **\$2850.00**.

Conclusion

The tenant's application **is dismissed**, without leave to reapply.

I Order that the landlord retain the security deposit of \$775.00 in partial satisfaction of their claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$2075.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

This Decision is final and binding on both parties.

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: October 09, 2013

Residential Tenancy Branch

