



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards
A matter regarding BROWN BROS. AGENCIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNDC, MND, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent, late fee, liquidated damages, costs of cleaning, repairs, painting and for the filing fee. The landlord also applied to retain the security deposit.

On November 29, 2013, the landlord served the notice of hearing on the tenant by registered mail to the forwarding address provided by the tenant, on November 22, 2013. The landlord filed a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order and to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on February 21, 2013 for a fixed term of one year. The monthly rent was \$950.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$475.00. The landlord filed a copy of the tenancy agreement which contains clauses regarding the payment of \$25.00 for late rent and the payment of liquidated damages of \$300.00, in the event the tenancy ends prior to the end date of the fixed term.

On April 06, 2013, the tenant was arrested by police at the rental unit. On May 01, 2013, the unit was found abandoned by the tenant. The tenant had moved out without informing the landlord and had not returned the keys. The rental unit was left in a condition that required cleaning, painting and repairs. The landlord filed a copy of the

move out inspection report and copies of invoices for the cost incurred to restore the unit to a condition in which it could be re rented.

The landlord is claiming the following:

1.	Rent for May 2013	\$950.00
2.	Late fee for April 2013	\$25.00
3.	Cleaning	\$131.25
4.	Change locks	\$102.51
5.	Hauling	\$252.00
6.	Liquidated damages	\$300.00
7.	General repairs	\$1,330.55
8.	Painting	\$443.50
9.	Filing fee	\$50.00
	Total	\$3,584.81

Analysis

Based on the undisputed sworn testimony of the landlord and in the absence of any contradictory evidence, I accept the landlord's evidence in respect of the claim. I find that the landlord has provided adequate evidence to establish her entire claim except for general repairs in the amount of \$1,330.55. The invoice for this item does not provide a break down for each of the jobs completed. Some of the damage may have been due to wear and tear while some of the items replaced may have had a portion of useful life left. Since the cost of repairing or replacing each item on the invoice is not specified, I am unable to determine the entitlement of the landlord. Therefore I dismiss this portion of her application with leave to reapply.

Overall the landlord has established a claim of \$2,254.26. I order that the landlord retain the security deposit of \$475.00 and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$1,779.26. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$1,779.26**

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 19, 2014

