



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNSD, FF

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent, for compensation for damage to the unit, site or property, to retain the Tenant's security deposit and to recover the filing fee for this proceeding.

The Landlord's Agent said he served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on February 18, 2014. Based on the evidence of the Landlord's Agent, 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 in the Tenant's absence.

Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?
3. Are there damages to the unit and if so how much?
4. Is the Landlord entitled to compensation for the damage and if so how much?
5. Is the Landlord entitled to keep the Tenant's security deposit?

Background and Evidence

This tenancy started on April 1, 2012 as a fixed term tenancy with an expiry date of March 31, 2013 and then continued on a month to month basis. Rent was \$1,193.00 and \$50.00 for parking for a total of \$1,243.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$575.00 on March 16, 2012. The Landlord said on January 31, 2014 the Tenant gave notice that he was ending the tenancy on February 28, 2014 and the Tenant moved out of the rental unit on February 4, 2014. The Landlord said a move in condition inspection report was completed on April 2, 2012 and a move out condition inspection report was completed on February 4, 2014

The Landlord said that the Tenant did not pay the February, 2014 rent of \$1243.00 and there was damage to the rental unit when the Tenant move out. The Landlord said he is claiming the following amounts for damage to the rental unit. The Landlord included photographic evidence of the damage as well as paid receipts for the repairs that had to be done. The damages were noted on the move out inspection report and the Tenant indicated on the report that he did agree to the damages. The Tenant did not attend the hearing to provide evidence or testimony about the damages. The Landlord said he is claiming the following damages:

1. Unpaid rent for February, 2014	\$1,243.00
2. Wall damage and painting	\$ 250.00
3. Lost key	\$ 25.00
4. Broken Mirror	\$ 808.42
5. Broken Counter top	\$ 500.00
6. Blind track replacement	\$ 224.00
7. Blind repairs	\$ 330.00
8. Filing Fee	\$ 50.00

Total	\$3,430.42
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The Landlord said there are paid receipts and a copy of the Landlord's Standard Charges Agreement for damages at the end of a tenancy which is given to each tenant during their tenancy. The Standard Charges agreement indicates amounts for painting, lost keys and blind repairs.

The Landlord also said they rent the unit for April 1, 2014 but are only requesting the February, 2014 rent from the Tenant.

Analysis

Section 26 says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

As the Tenant gave notice for the end of February, 2014 the Tenant is responsible for the February, 2014 rent. The Tenant does not have the right under the Act to withhold part or all of the rent; therefore I find the Tenant is responsible for the unpaid rent for February, 2014 in of \$1, 243.00.

For a monetary claim for damage of loss to be successful an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the respondent in violation to the Act, the applicant must verify the loss with receipts and the applicant must show how they mitigated or minimized the loss.

The Landlord's agent proved the loss existed by the condition inspection reports and with photographs and he verified the losses by providing paid receipts or other acceptable documentation for the claims that the Landlord has made. I accept the Landlord's Agent's testimony that these damages and losses were caused by the Tenant and the costs were reasonable amounts to make repairs to the unit. Consequently, I find the Landlord's Agent has established grounds to be awarded the costs for the following:

1. Wall damage and painting	\$ 250.00
2. Lost key	\$ 25.00
3. Broken Mirror	\$ 808.42
4. Broken Counter top	\$ 500.00
5. Blind track replacement	\$ 224.00
6. Blind repairs	\$ 330.00
Total	\$2,137.42

As the Landlord has been successful in this matter, the Landlord is also entitled to recover from the Tenant the \$50.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenant's security deposit in payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

	Rent arrears:	\$ 1,243.00
	Damages:	\$ 2,137.42
	Recover filing fee	\$ 50.00
	Subtotal:	\$3,430.42
Less:	Security Deposit	\$ 575.00.00
	Subtotal:	\$ 575.00
	Balance Owing	\$ 2,855.42

Conclusion

A Monetary Order in the amount of \$2,855.42 has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: June 02, 2014

Residential Tenancy Branch

