



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNDC MNSD FF

### **Introduction:**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for orders as follows:

- a) A monetary order pursuant to Section 67;
- c) An Order to retain the security deposit pursuant to Section 38; and
- d) An order to recover the filing fee pursuant to Section 72.

### **SERVICE:**

The tenant did not attend. The landlord gave sworn testimony and provided witness proof of personal service of the Application for Dispute Resolution. I find that the tenant was legally served with the documents according to sections 88 and 89 of the Act.

### **Issue(s) to be Decided:**

Has the landlord proved on the balance of probabilities that the tenant did damages to the property, that they were beyond reasonable wear and tear and the cost to cure the damage? Is the landlord entitled to recover the filing fee?

### **Background and Evidence:**

Only the landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The evidence is that the tenancy commenced in December 2014 and the tenant was only there two months before vacating after an Order of Possession was issued against her in a previous hearing. In that hearing, the landlord also received a monetary order for \$1200 for unpaid rent for January 2015. A security deposit of \$600 was paid and rent was \$1200 a month. The landlord is claiming as follows:

February -1/2 of one month rent	600.00
Labour for repair and painting	185.00
Cleaning supplies (10+12.04)	22.04
Trailer loads to dump (31+29.75 +19.75)	80.50
Gas to dump and pick up supplies	52.48

Carpet cleaning	124.95
Paint, sink, stoppers, lock change, shelf liner (21.37+11.25+36.96+3.36)	72.94
Missing items, floor repair, bathroom items, passage set (72.60+20.74)	93.34
Shelf liners	3.36
Two filing fees for previous hearing and this one	100.00

The landlord supplied invoices to support all expenses claimed. He said there were incredible dints in the walls and items as claimed were broken or missing. He said the unit was left very dirty and he had to take three trailer loads of articles to the dump. He requests to retain the security deposit to offset the amount owing.

In evidence is proof of service, photographs of service and of damages and many invoices. The tenant submitted no dispute to the claim.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

### **Analysis**

#### Monetary Order:

The onus of proof is on the landlord to prove that the tenant did damage to the property, that it was beyond reasonable wear and tear and the amount it cost to cure this damage. Awards for compensation are provided in sections 7 and 67 of the *Act*. I find the landlord's evidence credible that the tenant caused damages to the property beyond reasonable wear and tear for a two month tenancy as his statements are well supported by photographs and invoices of his costs to cure the damage.

I find the landlord entitled to recover his costs as claimed above and to recover \$600 for unpaid rent in February as the tenant did not vacate until February, 2015. I find the landlord mitigated his damages by re-renting in February so he claims only half of one month's rent. I find the landlord also entitled to recover his filing fee for the previous hearing by Direct Request in which he succeeded in obtaining an Order of Possession and a monetary order for unpaid rent in January 2015.

### **Conclusion:**

I find the landlord is entitled to a monetary order as calculated below. I find the landlord is entitled to retain the security deposit to offset the rental amount owing and to recover filing fees paid for this application.

#### Calculation of Monetary Award:

February -1/2 of one month rent	600.00
Labour for repair and painting	185.00
Cleaning supplies (10+12.04)	22.04
Trailer loads to dump (31+29.75 +19.75)	80.50
Gas to dump and pick up supplies	52.48
Carpet cleaning	124.95
Paint, sink, stoppers, lock change, shelf liner (21.37+11.25+36.96+3.36)	72.94
Missing items, floor repair, bathroom items, passage set (72.60+20.74)	93.34
Shelf liners	3.36
Two filing fees	100.00
Less security deposit	-600.00
Total Monetary Order to landlord	734.61

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 09, 2015

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Residential Tenancy Branch

