



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RIM ROCK MANOR
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing was convened as a result of the Landlord's application for dispute resolution under the *Residential Tenancy Act* (the "Act") for a monetary Order for unpaid rent or utilities, for authorization to keep all or part of the security deposit, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the filing fee.

This hearing convened on July 16, 2015. At that time only the Landlord attended the teleconference hearing. Introduced in evidence was an undated letter from the Respondent, which was received by the branch in which he advised he was out of country and requested an adjournment to "any time in September or October". In this letter the Tenant provided his address to which the Notice of the Adjourned Hearing was sent. In all the circumstances, I find that the Tenant was sufficiently served with Notice of this hearing.

When this hearing reconvened on September 25, 2015, only the Landlord was in attendance. During the hearing the Landlord was given the opportunity to provide her/his evidence orally. A summary of their testimony is provided below and includes only that which is relevant to the hearing.

Issues to be Decided

1. Is the Landlord entitled to a monetary Order under the *Act*, and if so, in what amount?
2. Should the Landlord be entitled to retain the security deposit?
3. Should the Landlord recover the filing fee?

Background and Evidence

A month to month tenancy agreement between the parties began on or about September 15, 2012 and ended on August 31, 2014 when the Tenant vacated the rental unit after receiving a Notice to End Tenancy for Cause. The tenancy agreement was introduced in evidence and which indicated the monthly rent in the amount \$750.00 was due on the first day of each month during the tenancy. The Tenant paid a \$375.00 security deposit at the start of the tenancy which the Landlord continues to hold.

The Landlord testified that the Tenant damaged the hard wood floors in the rental unit, as well as the walls in the bathroom due to excess moisture. As a result of the condition the rental unit was left in, the Landlord was not able to re-rent the unit for October 2014, and as such the Landlord also sought rent for the month of September 2014.

Introduced in evidence by the Landlord were several photos of the damage in the rental unit, as well as receipts for the refinishing of the hard wood floors and the bathroom wall repair.

In total, the Landlord requested a monetary Order in the amount of \$1,525.00 comprised of the following:

Item Description	Amount
Refinishing of hardwood floors	\$500.00
repairs to bathroom	\$175.00
Loss of rent for September 2014	\$850.00
TOTAL MONETARY CLAIM	\$1,525.00

Analysis

Based on the documentary evidence, undisputed testimony of the Landlord, and on the balance of probabilities, I find the following.

I accept the Landlord's undisputed testimony as to the condition of the rental unit and the required repairs. I am also persuaded by the photos of the rental unit and the receipts which were entered into evidence. Accordingly, I find that the Landlord has met the burden of proving he is entitled to compensation for the damage cause by the Tenant.

The Landlord submitted a Monetary Order Worksheet wherein he claimed the lost rent for September 2014 as \$850.00. As the tenancy agreement, and the Landlord's testimony, confirm the rent was in fact \$750.00, I accept this was a typographical error on the Monetary Order Worksheet and as such find the rent was \$750.00.

I also find that the Landlord has met the burden of proving that they suffered a loss of rent for September 2014 in the amount of \$750.00 as the Tenant did not vacate the rental unit until August 31, 2014 which did not leave the Landlord a reasonable amount of time to secure a new Tenant. Further, I accept that the rental unit required repairs prior to re-renting.

As the Landlord's claim had merit, I also award recovery of the filing fee.

Therefore, I find the Landlord has met the burden of proof and I grant the Landlord the sum of **\$1,425.00** for the following:

Item Description	Amount
Refinishing of hardwood floors	\$500.00
repairs to bathroom	\$175.00
Loss of rent for September 2014 (as per tenancy agreement)	\$750.00
Filing fee	\$50.00
TOTAL MONETARY CLAIM	\$1,475.00

I find that the Landlord's claim meets the criteria under section 72(2)(b) of the *Act* to be offset against the Tenant's security deposit, which the Landlord continues to hold, in the amount of \$375.00. I authorize the Landlord to retain the Tenant's full security deposit of \$375.00 in partial satisfaction of the Landlord's monetary claim, and I grant the Landlord a monetary Order pursuant to section 67 of the *Act* for the balance owing by the Tenant to the Landlord in the amount of **\$1,100.00**. This Order must be served on the Tenant and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that court.

Conclusion

I find that the Landlord has established a total monetary claim of \$1,475.00 as indicated above. I authorize the Landlord to retain the Tenant's full security deposit of \$375.00 in partial satisfaction of the claim, and I grant the Landlord a monetary Order under section

67 for the balance due of **\$1,100.00**. This Order must be served on the Tenant and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: September 25, 2015

Residential Tenancy Branch

