



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This conference call hearing was convened in response to the landlord's application for an Order of Possession for unpaid rent; a Monetary Order for unpaid rent, for damage or loss under the Act; to keep all or part of the security deposit; and to recover the filing fees associated with this application.

The landlord participated in the hearing and provided affirmed testimony. He testified that he served the Notice of a Dispute Resolution Hearing in person to the tenant on January 23rd, 2011. The tenant did not participate and the hearing proceeded in the tenant's absence.

At the outset, the landlord stated that the tenant moved out of the rental unit on or about February 1st, 2011. Therefore the landlord's application for an Order of Possession is dismissed.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

Background and Evidence

The rental unit consists of a basement suite in a single detached home. Pursuant to a written agreement, the fixed term tenancy was based on a one year lease starting on December 1st, 2010 and ending on November 30th, 2011.

The monthly rent of \$900.00 was payable on the first of each month. The tenant paid a security deposit in the amount of \$425.00.

The landlord testified that the tenant did not pay the rent for January and February 2011. The landlord provided evidence of serving the tenant in person with a 10 Day Notice to End Tenancy on January 12th, 2011. He stated that the tenant left the rental unit but did not remove all her belongings, nor did she leave a forwarding address. The landlord stated that the tenant caused a small dent in the drywall of the garage when she parked her car.

The landlord submitted a monetary claim as follows:

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|----------------------------------|-----------|
| - Unpaid rent for January 2011: | \$ 900.00 |
| - Unpaid rent for February 2011: | \$ 900.00 |
| - Estimated cost of repair: | \$ 150.00 |
| - Filing fee: | \$ 50.00 |
| - Total: | \$2000.00 |

Analysis

I accept the landlord's undisputed testimony that he served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to the *Residential Tenancy Act*. I find that the tenant knew, or ought to have had knowledge of the date scheduled for this hearing.

The landlord bears the burden to prove that he has grounds for a monetary claim. I am satisfied that the damage in the garage went beyond reasonable wear and tear. However, in the absence of receipts or supporting evidence, I am unable to assess the quantum of the landlord's claim. Notwithstanding I grant the landlord half his claim for damages in the amount of \$75.00.

Regarding the unpaid rent, I grant the landlord a monetary order for the full amount.

Conclusion

The landlord has established a claim for \$1875.00. Since he was successful, I also grant the landlord recovery of the \$50.00 filing fee for the sum of \$1925.00. Pursuant to Section 67 of the Act, I authorize the landlord to retain the tenant's \$425.00 security deposit and award the landlord a Monetary Order for the balance of \$1500.00.

This Order may be registered in the Small Claims Court and enforced as an order of that Court.

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: February 04, 2011.

Residential Tenancy Branch