

DECISION

Dispute Codes MNR, MND, MNSD, MNDC, FF

Introduction

This conference call hearing was convened in response to the landlord's application for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; for unpaid rent; for damage to the rental unit; to keep the security deposit; and to recover the filing fee 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 to the tenant by way of registered mail sent on August 10th, 2011, and provided a Canada Post tracking number. The tenant did not participate and the hearing proceeded in the tenant's absence.

Issue(s) to be Decided

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

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of a single detached home. Pursuant to a written agreement, the tenancy started on June 1st 2008 and ended July 17th, 2011. The rent was \$2568.44 and the tenant paid a security deposit of \$2400.00.

The landlord testified that the tenant has not paid any of the rent arrears to date. He said that the tenant asked him if he would consider withdrawing his application because although she did not dispute the claim, she said that she simply had no money.

In his documentary evidence, the landlord provided 11 photographs in support of his claim for damages, showing in part but not limited to; several holes in the walls

throughout different rooms; a rip in the carpeting; some of the tenant's personal items left behind; a broken pantry door; unpainted sections of the bedroom wall where a heat vent and a light fixture were also missing.

The landlord provided a summary of his claim as follows:

- Unpaid rent for June 2011:	\$2568.44
- Unpaid rent for July 2011:	\$2568.44
- Patio glass repair:	\$ 537.50
- Carpet cleaning:	\$ 380.00
- Repair estimate:	\$2840.25
- Vacuum accessories estimate:	\$ 224.95
- Carpet replacement:	\$ 603.68
- Less security deposit:	\$2421.05
- Sub-Total:	\$7302.21

The landlord stated that he paid for the patio glass and carpet cleaning only. He said that he sold the house and decided not to complete the remaining repairs.

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 section 89 of the *Residential Tenancy Act*. I find that the tenant knew, or ought to have had knowledge of the date scheduled for this hearing.

Concerning the unpaid rent, I accept the landlord's testimony and find that he is entitled to recover the loss of rental income for the months of June and July 2011. I also find that the landlord is entitled to recover his expenses for work performed. Since the landlord did not complete the remaining work and chose to sell the house, in the absence of any submissions or evidence to support the landlord's statement that the house was sold at a lower price, or suffered significant depreciation solely as a result of the damages caused by the tenant, I dismiss the remaining portion of the landlord's claim.

Conclusion

The landlord established a claim of \$6054.38. I authorize the landlord to retain the tenant's \$2400.00 security deposit for a balance owing of \$3654.38. Since the landlord was successful, I award the landlord recovery of the \$100.00 filing fee.

Pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$3754.38.

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: November 14, 2011.

Residential Tenancy Branch