



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNDC, MNSD, FF

Introduction

This matter dealt with an application by the Landlord for monetary compensation for damage to the unit, site or property, for unpaid rent, for compensation for loss or damage under the Act or tenancy agreement, to recover the filing fee for this proceeding and to keep the Tenant's security deposit in partial payment of those amounts.

The Landlord said he served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on January 17, 2012. Based on the evidence of the Landlord, 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. Is there rent arrears and if so, how much?
2. Are the Landlords entitled to compensation for unpaid rent and if so how much?
3. Is there damage or loss and if so how much?
4. Are the Landlords entitled to compensation for the damage or loss and if so how much?
5. Is the Landlord entitled to keep the Tenant's security deposit?

Background and Evidence

This tenancy started on June 1, 2011 as a fixed term tenancy with an expiry date of May 31, 2012. Rent was \$1,395.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$700.00 on June 1, 2011. The Landlord said the Tenant moved out of the rental unit in January, 2012 without proper notice.

At the start of the conference call the Landlord said they had rented the unit as of February 1, 2012 so he said he is amending his unpaid rent claim to only unpaid rent for January, 2012 in the amount of \$1,395.00. As well the Landlord requested his claim for \$25.00 which is a late rent payment fee for the January, 2012 rent.



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The landlord continued to say that the Tenant and her dogs did considerable damage to the rental unit and as a result he is making the following monetary claim for damages:

New carpets	\$1,006.39
Installation of the carpets	\$ 471.74
Cleaning hardwood floors	\$ 210.00
Paint and wall repairs	\$ 200.07
TOTAL	\$1,888.20

The Landlord said the he had got 2 separate quotes for repairing the carpet and both parties told him the carpet and underlay needed to be replaced because of the paint stains and the dog urine in the carpet. As well the Landlord said the hardwood floors required professional cleaning as the Tenant had stained the wood with paint. The Landlord provided receipts which he had paid for each of his claims.

The Landlord continued to say that the rental unit was 2 years old and the carpets and decor of the unit was 1 year in age. The Landlord supplied a move in condition inspection report completed by both the Landlord and Tenant dated May 19, 2011 and a move out condition inspection report dated January 6, 2011, completed by the Landlord as the Tenant abandoned the rental unit in January and the Landlord does not know the Tenant wore a bouts. The condition inspection reports support the Landlord's claims for damage.

The Landlord also requested to retain the Tenant's security deposit of \$700.00 and to recover the \$100.00 filing fee for this proceeding.

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.

Section 45 says a tenant must end a fixed term tenancy by giving the landlord one months notice not early than the date the tenancy agreement says the tenancy is to end unless there is an agreement in writing between the landlord and the tenant state the tenancy will end earlier.



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The Tenant did not have the right under the Act to withhold part or all of the rent for January, 2012 in the amount of \$1,395.00 and the Tenant did not give the Landlord proper notice to end the tenancy; therefore I find in favour of the Landlord for the unpaid rent of \$1,395.00 for January, 2012. Further I also award the \$25.00 late rent fee as per the tenancy agreement dated May 18, 2011 and the Regulation under section 7.

With regard to the Landlords claim for damages section 37 (2) of the Act says a Tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear. I find that the Landlord has established grounds to support his claim for the following damages:

New carpets	\$1,006.39	
Installation of the carpets	\$ 471.74	
Cleaning hardwood floors	\$ 210.00	
Paint and wall repairs	\$ 200.07	
TOTAL		\$1,888.20

I award the Landlord \$1,395.00 in unpaid rent, \$25.00 in late rent fees and \$1,888.20 in compensation for damages and loss the Landlord incurred due to damages caused by the Tenant.

As the Landlord has been successful in this matter, he is also entitled to recover from the Tenant the \$100.00 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 partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

	Rent arrears:	\$ 1,395.00	
	Late rent payment	\$ 25.00	
	Damages	\$ 1,888.20	
	Recover filing fee	\$ 100.00	
	Subtotal:		\$ 3,408.20
Less:	Security Deposit	\$ 700.00	
	Subtotal:		\$ 700.00
	Balance Owing		\$ 2,708.20



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Conclusion

A Monetary Order in the amount of \$2,708.20 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*.

Dispute Resolution Officer