



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

OPR, MNR, MND, MNSD, FF

Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, a monetary Order for damage to the rental unit, to retain all or part of the security deposit, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution. At the onset of the hearing the Landlord withdrew the application for an Order of Possession, as the Tenant vacated the rental unit on May 28, 2009.

The male Landlord stated that he personally served the Tenant with copies of the Application for Dispute Resolution and Notice of Hearing on May 21, 2009. These documents are deemed to have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Tenant did not appear at the hearing.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a monetary Order for unpaid rent; a monetary Order for damage to the rental unit; to keep all or part of the security deposit; and to recover the filing fee from the Tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 67, and 72 of the *Act*.

Background and Evidence

The female Landlord stated that this tenancy began on March 01, 2009; that the Tenant vacated the rental unit on May 28, 2009; that the Tenant was required to pay monthly rent of \$680.00; and that the Tenant paid a security deposit of \$340.00 on March 01, 2009.

The female Landlord stated that the Tenant did not pay any rent for April or May of 2009, for which they are seeking compensation in the amount of \$1,360.00.

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The male Landlord stated that he posted a Ten Day Notice to End Tenancy for Unpaid Rent on the front door of the rental unit, which had an effective date of May 20, 2009, on May 10, 2009. The Notice indicated that the Tenant is presumed to have accepted that the tenancy is ending and that the Tenant must move out of the rental unit by the date set out in the Notice unless the Tenant pays the outstanding rent or files an Application for Dispute Resolution within five days of the date they are deemed to have received the Notice.

The female Landlord stated that none of the outstanding rent was paid after the Ten Day Notice to End Tenancy was posted. There is no evidence that the Tenant disputed that Notice.

The male Landlord stated that the Tenant broke a sliding glass window during this tenancy, for which the Landlords are seeking compensation in the amount of \$300.00. The Landlord did not submit any evidence to support their estimate of \$300.00 to replace the window.

Analysis

In the absence of evidence to the contrary, I find that the Tenant entered into a tenancy agreement with the Landlord and was required to pay monthly rent of \$680.00.

Section 26(1) of the *Act* requires tenants to pay rent to their landlord. In the absence of evidence to the contrary, I find that the Tenant did not pay any rent for April or May of 2009. I therefore find that the Landlord is entitled to compensation in the amount of \$1,360.00 for unpaid rent.

I find that the Landlord's application has merit, and I find that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

In addition to establishing that a tenant damaged a rental unit, a landlord must also establish the cost of repairing the damage caused by a tenant, whenever compensation for damages is being claimed. In these circumstances, I find that the Landlord did not submit any documentary evidence that establishes the cost of repairing the window that the Tenant allegedly damaged. I hereby dismiss the Landlord's claim for compensation for repairing the window, with leave to reapply on this specific issue. The Landlord retains the right to file another Application for Dispute Resolution to claim for damage caused to this window and for any other damages that occurred during this tenancy.

I find that the Landlord is entitled to retain the Tenant's security deposit, in the amount of \$340.00, in partial satisfaction of the monetary claim.



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Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$1,410.00, which is comprised of \$1,360.00 in unpaid rent and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. The Landlord will be retaining the Tenant's security deposit plus interest, in the amount of \$340.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$1,070.00. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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: July 02, 2009.

Dispute Resolution Officer