



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes:

MNDC, MNR, 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 compensation for unpaid rent; compensation for damage or loss under the Act; 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.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing.

Preliminary Matter

The landlord did not proceed with the portion of the Application requesting compensation for damage or loss under the Act. The details of the dispute section of the Application did not provide a breakdown of the monetary claim made in relation to compensation for damage or loss; therefore, in the absence of a detailed calculation of the amount claimed I considered only a claim for unpaid rent.

Issue(s) to be Decided

Is the landlord entitled to compensation for unpaid rent in the sum of \$800.00?

May the landlord retain the deposit in partial satisfaction of the claim for compensation?

Is the landlord entitled to filing fee costs?

Background and Evidence

The tenancy commenced on September 1, 2010; and was a 6 month fixed-term. Rent was \$800.00 per month, due on the first day of each month. A deposit in the sum of \$400.00 was paid.

During the hearing the tenant confirmed that September rent was not paid and that she vacated the rental unit by September 8, 2010, when the keys were returned to the landlord. The tenant left written notice, ending her tenancy, in the landlord's mailbox on September 3, 2010; this did not include a forwarding address. The tenant had also provided written Notice on September 9, 2010, which included a forwarding address and request for return of the deposit paid. On September 16, 2010, the landlords submitted an application claiming against the deposit.

The tenant stated that she moved out due to the presence of wood bugs and a failure of the landlord to respond to her concerns. The tenant confirmed that she did not attempt to reach the landlord at the 2nd telephone number supplied on the tenancy agreement, a copy of which was supplied as evidence.

The landlord was able to rent the unit effective October 1, 2010, and is claiming the unpaid rent for September, 2010, in the sum of \$800.00.

Analysis

I find, based on the testimony of the tenant, that the tenant has not paid rent in the amount of \$800.00 for September, 2010, and that the landlord is entitled to compensation in that amount. I find that the tenant did not provide the landlord with a reasonable period of time in which to respond to her concerns and that the failure of the tenant to utilize the 2nd contact number provided by the landlord resulted in only a slightly delayed response by the landlord.

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.

I find that the landlord is entitled to retain the tenant's security deposit, in the amount of \$400.00, in partial satisfaction of the monetary claim.

I have enclosed a copy of *The Guide for Landlords and Tenants in British Columbia* for each of the parties.

Conclusion

I find that the landlord has established a monetary claim, in the amount of \$850.00, which is comprised of \$800.00 in September, 2010, 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 in the amount of \$400.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the landlord a monetary Order for the balance of \$450.00. 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: January 26, 2011.

Residential Tenancy Branch