

DECISION

Dispute Codes: OPR, OPB, MND, MNDC, FF, MNR

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession and a monetary order for unpaid rent, cost of repairs and the filing fee. At the start of the hearing the landlord requested that his application be amended to include a claim to retain the security deposit in partial satisfaction of his monetary claim.

The notice of hearing was served on the tenant by registered mail. The landlord stated that upon tracking the package, he found out that it was not picked up and therefore on March 02, 2011 he served it on the tenant, in person and in the presence of a witness. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions

The tenant moved out on March 02, 2011. Since the tenant has moved out, the landlord withdrew his application for an order of possession. Therefore, this hearing only dealt with the landlord's monetary claim for unpaid rent, the filing fee and to retain the security deposit.

Issues to be decided

Is the landlord entitled to a monetary order to recover unpaid rent, the filing fee, the cost of repairs and to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on December 06, 2010 for a fixed term ending on November 31, 2011. The monthly rent was \$700.00 due in advance on the first of each month. The tenant paid a security deposit in the amount of \$350.00.

The tenant failed to pay rent on February 01, 2011 and on February 10; the landlord served the tenant with a ten day notice to end tenancy. The tenant moved out on March 02, 2011 without paying rent and left the unit dirty and in need of repair.

The landlord is claiming \$260.92 to replace a broken door and window screen, \$700.00 for the outstanding rent and \$50.00 for the filing fee. The landlord filed receipts for the costs he incurred to fix a broken door and replace a window screen.

Analysis

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of the claim. In the absence of evidence to the contrary, I find that the tenant owes rent for the month of February 2011 in the amount of \$700.00 and the cost of repairs in the amount of \$260.92. The landlord has proven his case and is therefore also entitled to the recovery of the filing fee in the amount of \$50.00.

The landlord has established a total claim of \$1,010.92. I order that the landlord retain the security deposit of \$350.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$660.92. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order for **\$660.92**.

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: March 08, 2011.

Residential Tenancy Branch