



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNR, MNSD, FF

Introduction

This is an application by the Landlord for a monetary order for unpaid rent or utilities, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, to keep all or part of the security deposit and the recovery of the filing fee.

Both parties attended the hearing by conference call and gave affirmed testimony.

At the beginning of the hearing the Landlord has stated that there were was no unpaid rent or utilities. The Landlord is seeking the recovery of the \$350.00 lease break fee, \$170.00 for maintenance charges and the recovery of the filing fee.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

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

Background and Evidence

The Landlord states that the Tenant was served with the notice of hearing and evidence packages by registered mail. The Tenant disputes this stating that she has received neither package. The Tenant states that she only knew of the hearing because the Landlord telephoned her with the notice of hearing information. The Landlord sent the registered mail package to the address provided by the Tenant in Surrey. The Tenant states that she lives in Langley and provided the correct information of her forwarding address in writing to the Landlord. The Landlord confirms the Tenant's statement. The Tenant stated that she still wishes to continue with the hearing even without the notice of hearing and evidence packages.

The Landlord is claiming \$170.00 in maintenance charges in reference to 5 broken window screens on the living room patio door. The Tenant disputes this stating that the

damage was there on her move-in and that she's tried repeated to have the Landlord repair them. The Landlord has conceded the Tenant's claim and withdraws this portion of their application.

The Landlord is seeking the \$350.00 for prematurely ending the lease without notice. The Tenant confirms this and has stated that the lease was broken prematurely due to unforeseen circumstances.

Analysis

The Tenant has confirmed not receiving either the notice of hearing and evidence packages sent by the Landlord and despite warnings of a bias that has occurred, wishes to continue the hearing. As such, I am satisfied that the Tenant is fully informed of the issues and the hearing can proceed.

The Landlord has withdrawn the claim of \$170.00 for maintenance costs of replacing patio window screens.

The Tenant has confirmed the Landlord's claim in her direct evidence of prematurely ending the lease without notice. The Landlord's claim of \$350.00 has been established. The Landlord states that the \$462.50 security deposit is still in his possession. The Landlord has been successful in his application and is entitled to the \$50.00 filing fee.

I order that the Landlord retain \$400.00 from the security deposit in satisfaction of this claim. Upon receipt of this decision the Landlord shall return the outstanding amount of \$62.50 from the security deposit to the Tenant.

Conclusion

The Landlord may retain \$400.00 from the security deposit.
The Landlord shall return \$62.50 to the Tenant.

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: April 15, 2011.

Residential Tenancy Branch

