



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND, MNR, MNSD, FF, MNDC

### Introduction

Both parties have filed applications for dispute resolution. The Landlord has filed an application for a monetary order damages to the unit, site or property, for unpaid rent or utilities, to keep all or part of the security deposit and recovery of the filing fee. The Tenant has made an application for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and return for double the security deposit.

The Landlord has attended the hearing by conference call and gave undisputed affirmed testimony. The Tenant did not attend.

As the Tenant has not attended the hearing and I am satisfied that the Landlord was properly served with the Tenant's notice of hearing and application package, I dismiss the Tenant's application.

### Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

### Background and Evidence

The Landlord states that he served the Tenant's with the notice of hearing and evidence packages to each of the Tenants by registered mail as shown in the Landlord's submitted evidence of registered mail tracking numbers.

The Landlord states that the monthly rent is \$2,225.00 and that the Landlord collected a security deposit of \$587.50 and a pet damage deposit of \$100.00.

The Landlord states that the Tenant's vacated the rental unit based upon a 10 day notice to end the tenancy for unpaid rent on November 5, 2010 with rent arrears for November totalling \$837.50 and a late rent fee of \$25.00.

The Landlord is also claiming damages approximately \$3,806.01 based upon an incomplete condition inspection report. The report is not dated or signed.

### Analysis

Based upon the submitted evidence and the undisputed direct testimony of the of the Landlord, I am satisfied that the Tenants were properly served with the notice of hearing and evidence packages.

I find that the Landlord has not provided sufficient evidence to support his claim for damages based upon the incomplete condition inspection report and as such, dismiss this portion of the Landlord's claim.

I am satisfied based upon the undisputed affirmed testimony and the submitted evidence of the Landlord that there are rent arrears owed by the Tenant. I find that the Landlord has established a claim for \$837.50 for unpaid rent and a late rent for \$25.00. The Landlord having been partially successful in his application is entitled to the recovery of the filing fee. I order that the Landlord retain the \$587.50 security deposit and the \$100.00 pet damage deposit to offset the Landlord's claim in partial satisfaction. I grant the Landlord an order under section 67 for the balance due of \$200.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The Landlord is granted a monetary order for \$200.00.

The Landlord may retain the security deposit and the pet damage deposit.

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 21, 2011.

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Residential Tenancy Branch