

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This conference call hearing was convened in response to the landlord's application for a monetary order for unpaid rent; for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; for damage to the unit; to keep the security deposit; and to recover the filing fee associated with this application.

The landlord participated in the hearing and provided affirmed testimony. She testified that she served the Notice of a Dispute Resolution Hearing to the tenant in person on April 21st, 2011 at the tenant's new place of residence. The tenant did not participate and the hearing proceeded in his absence.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

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

Is the landlord entitled to recover the filing fee?

Background and Evidence

The landlord testified that pursuant to a written agreement, the fixed term tenancy started on October 1st, 2010 and ended March 31st, 2011. The rent was \$1100.00 per month and the tenant paid a security deposit of \$550.00. The landlord said that the

tenant did not pay rent for March 2011; she provided a copy of a payment plan schedule signed by the tenant, wherein the tenant paid \$150.00 by money order, and agreed to pay \$285.00 on April 30th, 2011, \$285.00 on May 15th, 2011, and for the landlord to keep the security deposit for the balance owing. The landlord said that the tenant has not made any of the above noted payments to date.

The landlord made a claim for unpaid rent as follows:

- March 2011rent: \$1100.00
- Late fee: \$ 50.00
- Sub-total: \$1150.00
- Less tenant's payment: \$ 150.00
- Balance owing: \$1000.00

The landlord also made a claim of \$120.00 for carpet cleaning.

Analysis

I accept the landlord's undisputed testimony that she served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the tenant knew, or ought to have had knowledge of the date scheduled for this hearing.

Concerning damages, the landlord did not provide documentary evidence such as condition inspections reports, photographs, or receipts. Therefore the claim for carpet cleaning is dismissed.

Concerning unpaid rent, based on the evidence I accept the landlord's unchallenged testimony that the tenant continues to owe rent for March 2011, and that the landlord is entitled to recover the loss of income for that month's rent as claimed.

Conclusion

The landlord established a claim of \$1000.00. I authorize the landlord to retain the tenant's \$550.00 security deposit for a balance owing of \$450.00. Since she was successful, I award the landlord recovery of the \$50.00 filing fee. Pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$500.00.

This Order may be registered in the 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: August 11, 2011.

Residential Tenancy Branch