

DECISION

Dispute Codes: MNR, MNDC, MNSD and FF

Introduction

This application was brought by the landlord on April 15, 2011 seeking a Monetary Order for unpaid rent, replacement cost of a missing window screen, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off.

Despite having been served with the Notice of Hearing in person on April 23, 2011, the tenant did not call in to the number provided to enable his participation in the telephone conference call hearing. Therefore, it proceeded in his absence.

Issues to be Decided

This application requires a decision on whether the landlord is entitled to a Monetary Order for the claims submitted, recovery of the filing fee and authorization to retain the security deposit in set off.

Background and Evidence

This tenancy began on February 1, 2010. Rent was \$530 per month and the landlord held a security deposit of \$110 paid on February 1, 2010. The tenant vacated on or about March 31, 2011 after giving late notice.

During the hearing, the landlord gave evidence that the tenant had failed to pay the rent for January, February and March of 2011. In addition, he said a screen was missing from the rental unit at the end of the tenancy and claims \$35 replacement cost. The landlord gave further evidence that the tenant had acknowledged all of the indebtedness and had promised to repay the landlord. However, he had not done so at

the time of the landlord's application and had still had not done so at the time of the hearing.

Analysis

Section 7 of the Act provides that if one party to a rental agreement suffers a loss due to the non compliance of the other with the legislation or rental agreement, the non complaint party must compensate them for the loss. Section 26 of the *Act* requires that tenants must pay rent when it is due.

Section 67 of the *Act* authorizes the director's delegate may determine the amount owed under such circumstances and issue an order for payment.

I find that the tenant owes the landlord the three months rent as claimed and compensation for the missing screen which the landlord had to have custom made at a cost of \$35.

As the application has succeeded, I find that the landlord is entitled to recover the filing fee for this proceeding from the tenant and as authorized under section 72 of the *Act*, I order that the landlord may retain the security deposit in set off.

Thus, I find that the tenant owes to the landlord an amount calculated as follows:

Rent for January 2011	\$ 530.00
Rent for February 2011	530.00
Rent for March 2011	530.00
Replace window screen	35.00
Filing fee	\$50.00
Sub total	\$1,675.00
Less retained security deposit (No interest due)	- 110.00
TOTAL	\$1,565.00

Conclusion

In addition to authorization to retain the tenants' security deposits, in set off, the landlord's copy of this decision is accompanied by a Monetary Order for **\$1,565.00**, enforceable through the Provincial Court of British Columbia, for service on the tenant.

August 12, 2011