



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, MNR

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary order for compensation for loss – Section 67; and
3. An Order to retain the security deposit - Section 38.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by personal service in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing.

The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on December 15, 2010 and ended on June 8, 2011. Rent in the amount of \$1,095.00 was payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$550.00. The Tenant gave notice to move out of the unit on May 31, 2011 and failed to pay for the rent in June 2011. The Landlord claims unpaid rent for June 2011, a move-in fee of \$200, an n.s.f. charge of \$7.00, and a strata fine in the amount of

\$50.00. The Landlord did not provide any evidence to support her oral evidence and states that the lease does not likely make provision for the Tenant's responsibility for the move-in charge, strata fines or n.s.f charges.

Analysis

Accepting the undisputed oral evidence of the Landlord, I find that the Landlord has substantiated on a balance of probabilities that the Tenant failed to pay the rent for June 2011 and I find that the Landlord is therefore entitled to the amount of \$1,095.00.

Accepting the Landlord's evidence that the lease likely does not provide for the Tenant's responsibility for the other amounts claimed, I find that the Landlord has not substantiated these amounts and I dismiss this part of the application. I deduct the security deposit plus interest of \$550.00 from the Landlord's entitlement leaving a remaining amount of \$545.00 payable by the Tenant to the Landlord.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$550.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$545.00**. If necessary, this order may be filed 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: September 16, 2011.

Residential Tenancy Branch