



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MNSD, FF

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent, for compensation for damages to the rental unit, to recover the filing fee for this proceeding and to keep the Tenant's security deposit in partial payment of those amounts.

The Landlord said he served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on September 14, 2011. According to the Canada Post online tracking system, the Tenant received this mail on September 16, 2011. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issue(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for damages to the rental unit?
3. Is the Landlord entitled to keep the Tenant's security deposit?

Background and Evidence

This month-to-month tenancy started on June 1, 2011 and ended on or about October 24, 2011 when the Landlord discovered that the Tenant had moved out. Rent was \$600.00 per month payable in advance on the 1st day of each month. The Tenant paid a security deposit of \$250.00 at the beginning of the tenancy. On August 30, 2011 the Landlord was granted an Order of Possession. On September 12, 2011, the Tenant's application for a Review of that decision was granted. On October 12, 2011, the Order of Possession issued on August 30, 2011 was upheld.

The Landlord said the Tenant did not pay rent for August, September and October 2011. The Landlord also claimed that the Tenant caused damages to the rental unit however he provided no corroborating evidence (such as a condition inspection report or photographs) in support of those allegations.

Analysis

In the absence of any evidence from the Tenant to the contrary, I find that there are rent arrears for August, September and October 2011 in the total amount of \$1,800.00. However, as the Landlord has not yet determined what his expenses will be (if any) to make repairs to the rental unit, I find that his application for that compensation is for damages to the rental unit is premature and it is dismissed with leave to reapply. As the Landlord has been successful in this matter, he is entitled pursuant to s. 72(1) of the Act to recover from the Tenant the \$50.00 filing fee he paid for this proceeding.

I order the Landlord pursuant to s. 38(4) of the Act to keep the Tenant's security deposit of \$250.00 in partial payment of the monetary award. The Landlord will receive a Monetary Order for the balance owing of \$1,600.00.

Conclusion

A Monetary Order in the amount of **\$1,600.00** has been issued to the Landlord and a copy of it must be served on the Tenant. If the amount is not paid by the Tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: November 09, 2011.

Residential Tenancy Branch