

## **DECISION**

Dispute Codes      MND, MNR, MNSD, FF

### Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit, site or property, for unpaid rent, to keep all or part of the security deposit and recovery of the filing fee.

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

### 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 there is a signed tenancy agreement that began in 2009, but that a copy was not submitted. The Landlord states that a security deposit of \$400.00 was paid at the beginning of tenancy in 2009.

The Landlord states that the Tenant was served with the notice of hearing documents on August 3, 2011 by registered mail. The Landlord has included a copy of the Canada Post Registered Mail Receipt and Tracking Number. The Landlord states that the on-line tracking indicates that the hearing and evidence package was successfully delivered to the Tenant on August 12, 2011 when she signed for it.

The Landlord is seeking a total claim of \$2,601.70 consisting of \$1,805.00 in unpaid rent for May, June and July of 2011 and \$1,396.70 for repairs required to the rental unit after the Tenant vacated the rental unit. The Landlord has submitted receipts and photographs in support of this claim. The Landlord states that he is holding a \$400.00 security deposit in trust and that the Tenant made a \$200.00 partial payment of rent on June 18, 2011.

### Analysis

I accept the Landlord's undisputed testimony and I find that the Tenant was properly served with a notice of hearing and evidence package by registered mail on August 3, 2011. The Tenant is deemed to have been served 5 days later on August 8, 2011.

I find that the Landlord's undisputed claim has been established for \$3,001.70. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$400.00 deposit and I grant the Landlord a monetary order under section 67 for the balance due of \$2,651.70. 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 \$2,651.70.  
The Landlord may retain the security 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: November 07, 2011.

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Residential Tenancy Branch