



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

This conference call hearing was convened in response to the landlord's application for a Monetary Order for damage to the rental 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. He testified that he served the Notice of a Dispute Resolution Hearing to the tenant by way of registered mail sent on August 18<sup>th</sup>, 2011, and provided a Canada Post tracking number. The tenant did not participate and the hearing proceeded in the tenant's 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 rental unit consists of an apartment in a multi unit complex. The landlord testified that there was no written agreement in this tenancy, which he stated started on or about June 21 or 22, 2011, and ended on August 15<sup>th</sup>, 2011. The rent was \$990.00 per month and the tenant paid a security deposit of \$495.00.

In his documentary evidence, the landlord provided a copy of a \$200.00 fine issued to him over a strata bylaw infraction concerning the tenant's visitor smoking on the rental unit's balcony on July 4<sup>th</sup>, 2011. The landlord also provided a copy of the tenant's notice to end tenancy dated July 27<sup>th</sup>, 2011, with an effective date of August 15<sup>th</sup>, 2011.

The landlord stated that he is not making a claim against the tenant for damages or unpaid rent. He clarified that he made an application to keep the security deposit because the tenant did not pay rent for August and caused him to pay a \$200.00 fine for smoking in the building.

### Analysis

I accept the landlord's undisputed testimony that he 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.

Based on the evidence and the landlord's testimony, I accept that the tenant did not provide the landlord with proper notice to end the tenancy. In the circumstances I find that the tenant's \$495.00 security deposit is an appropriate award in satisfaction of his claim.

### Conclusion

I hereby authorize the landlord to keep the tenant's security deposit for the full amount.

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 16, 2011.

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Residential Tenancy Branch