



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MND, MNSD and FF

Introduction

This hearing was convened on the landlord's application of October 18, 2011 seeking a monetary award for unpaid rent, damage to the rental unit, damage or loss under the legislation or rental agreement and recovery of the filing fee for this proceeding. In addition, I have exercised the discretion granted by section 64(3)(c) of the *Act* to amend the application to include a request to retain the security deposit in set off against the balance owed.

Despite having been served with the Notice of Hearing sent by registered mail on October 21, 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.

Issue(s) to be Decided

This matter requires a decision on whether the landlord is entitled to a monetary award for the claims submitted and authorization to retain all or part of the security deposit in set off.

Background, Evidence and Analysis

This tenancy began on December 1, 2007 and ended on October 31, 2011. Rent was \$1,400 per month and the landlord holds a security deposit of \$700 paid on or about December 1, 2007.

During the hearing, the landlord gave evidence that the tenant had participated in the move-out condition inspection and was aware of the landlord's claims. The tenant did not provide a forwarding address.

The landlord stated that her company had taken over management of the rental unit during the tenancy and had signed a new rental agreement with the tenant effective April 1, 2010. The landlord stated that the previous property management firm had not passed the tenant's security deposit to them. However, as rights and responsibilities of rental agreements pass from one landlord to another, the security deposit remains a credit to the tenant.

The landlord claims and I find as follows:

Rent arrears - \$585. The landlord stated that when her company took over management of the rental unit, the tenant had a rent arrears of \$1,500 which he had been paying off in instalments, and \$585 remained unpaid at the end of the tenancy. The claim is allowed.

Window repairs - \$370.72. The landlord submitted a paid receipt from a glass installation company for replacement of cracked windows in the rental unit. This claim is allowed in full.

Strata fine - \$2,000. The landlord gave evidence that the unit owner had already paid a \$2,000 fine to the strata corporation and submitted documents supporting this claim. The fine was imposed as the tenant had housed up to seven adults and one child over a two month period contrary to the rental agreement and strata bylaws. This claim is allowed in full.

Filing fee - \$50. As the application has succeeded on its merits, I find that the landlord is entitled to recover the filing fee for this proceeding from the tenant.

Security deposit and interest – (\$711.40). As permitted by section 72(2) of the *Act*, I authorize the landlord to retain the \$700 security deposit plus interest of \$11.40 from December 1, 2007 in set off against the balance owed.

Thus, I find that the landlord is entitled to a monetary award calculated as follows:

Rent arrears	\$ 585.00
Strata fine	2,000.00
Filing fee	<u>50.00</u>
Sub total	\$3,005.72
Less retained security deposit	- 700.00
Less interest (December 1, 2007 to date)	<u>- 11.40</u>
TOTAL	\$2,294.32

Conclusion

In addition to authorization to retain the tenant's security deposit in set off, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia for \$2,294.32 for service on the tenant. .

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: January 09, 2012.

Residential Tenancy Branch