



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent only. The tenant did not attend.

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on January 26, 2012 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenant on the 5th day after it was mailed.

Based on the testimony of the landlord's agent, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for damage to the unit; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted a copy of a tenancy agreement signed by the parties on June 23, 2011 for a 1 year fixed term tenancy beginning on July 1, 2011 for a monthly rent of \$820.00 due on the 1st of each month with a security deposit of \$410.00 paid.

The landlord also provided a copy of a Condition Inspection Report signed by the tenant on January 11, 2012 agreeing to the condition of the unit as represented in the Report and agreeing the landlord was entitled to retain the security deposit and an amount in excess of the deposit for unpaid rent; cleaning; carpet replacement; key replacement and liquidated damages in the amount of \$1,845.00.

The landlord had applied for a monetary order in the amount of \$1,491.94 but the agent could not say how this amount was determined and the landlord also submitted a ledger showing the tenant owed \$1851.94 but the agent could not explain this difference.

Analysis

I find, partly based on the signed Condition Inspection Report, the landlord has established the tenant is responsible for the payment of \$1,845.00 to the landlord for the condition of the rental unit and unpaid December 2011 rent.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,895.00** comprised of \$1,845.00 agreed upon and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$410.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1,485.00**.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: March 22, 2012.

Residential Tenancy Branch