



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, FF

### Introduction

This hearing was scheduled to deal with the landlord's application for a Monetary Order for damage to the rental unit, unpaid rent, and, authorization to retain the security deposit. The tenant did not appear at the hearing. The landlord testified he served the tenant with the hearing documents via registered mail sent to the tenant's written forwarding address on January 23, 2012. The landlord provided a register mail tracking number as proof of service. I was satisfied the tenant has been sufficiently served with notice of this proceeding and I continued to hear from the landlord without the tenant present.

The landlord requested his application be amended to seek retention of the security deposit only as he did not intend to pursue a Monetary Order against the tenant. As the landlord was reducing his claim against the tenant, I accepted the landlord's request to amend the application. Therefore, I proceeded to hear and consider the landlord's claims for damage to the extent they met or exceeded the amount of the security deposit.

### Issue(s) to be Decided

Has the landlord established that he suffered damage or loss in an amount the meets or exceeds the amount of the security deposit?

### Background and Evidence

The tenancy commenced in March 2011 and the tenant paid a \$250.00 security deposit. The tenant was required to pay rent of \$500.00 on the 1<sup>st</sup> day of every month. The landlord and tenant signed a document on December 30, 2011 whereby the tenant stated he would vacate the rental unit no later than January 21, 2012 and in exchange for \$200.00 he would not pursue the landlord for any claims related to occupancy of the rental unit.

The landlord gave the tenant \$200.00 as agreed and the tenant moved out January 20, 2012. The tenant did not pay any rent for January 2012.

The landlord submitted that he suffered a loss of rent in the pro-rated amount of \$322.00 for the period of January 1 to January 20, 2012. The landlord submitted that in signing the December 30, 2011 document he did not agree to waive his entitlement to receive rent for the days in January 2012 that the tenant occupied the rental unit.

In addition to the loss of rent, the landlord submitted that the tenant damaged a door in the bedroom, plugged the toilet with a razor blade case, and the landlord had to clean the unit. For his time and purchase of a new toilet seal the landlord submitted that he suffered a loss of \$160.00.

The landlord provided a copy of the agreement to end tenancy dated December 30, 2011 as documentary evidence for this proceeding.

### Analysis

Upon consideration of the testimony I heard and upon review of the document signed by both parties on December 30, 2011 I accept the landlord's position that he did not waive entitlement to receive rent for January 2012. I find the landlord's claim for pro-rated rent of \$322.00 to be justified and he is entitled to recover that amount from the tenant under the Act.

As I find the landlord entitled to compensation for unpaid rent in an amount that is in excess of the security deposit, I grant the landlord's request to retain the security deposit in full satisfaction of this application.

As I have awarded the landlord the security deposit in satisfaction of unpaid rent I find it unnecessary to further analyze the landlord's claims for cleaning and damage.

### Conclusion

The landlord has been authorized to retain the tenant's 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: March 23, 2012.

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Residential Tenancy Branch