



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNSD, MNR, MNDC, MND, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession – Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. A Monetary Order for compensation for loss – Section 67;
4. A Monetary Order for damage to the unit – Section 67;
5. An Order to retain the security deposit - Section 38; and
6. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not attend the Hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Preliminary Matter

At the onset of the Hearing, the Landlord withdrew its claim for an Order of Possession as the Tenant has moved out of the unit.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started on November 1, 2011 on a fixed term to October 31, 2012. The Tenant provided a month’s notice and ended the tenancy on April 30, 2012. The Tenant stayed in the unit later than 1:00 p.m. on that day. Rent in the amount of \$850.00 was payable in advance on the first day of each month. At the outset of the

tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$425.00. The Parties mutually conducted a move-in inspection on November 1, 2011 and a move-out inspection on April 30, 2012. The Tenant signed the move-out inspection agreeing to costs being claimed by the Landlord in this application. The quantum of the Landlord's claim is \$1,450.00.

Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Given the undisputed evidence of the Landlord, I find that the landlord has substantiated an entitlement to monetary amount of \$1,450.00. The Landlord is also entitled to recovery of the \$50.00 filing fee for a total monetary entitlement of \$1,500.00. Setting the security deposit of \$425.00 plus zero interest against the monetary entitlement leaves **\$1,075.00** owing by the Tenant to the Landlord.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$425.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$1,075.00**. If necessary, this order may be filed in the Small Claims Court and 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: June 28, 2012.

Residential Tenancy Branch