

DECISION

Dispute Codes OPR, MNR, MNSD, O, FF

Introduction

This is an application filed by the Landlord for an order of possession and a monetary order request for unpaid rent, to keep all or part of the security deposit and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend. The Landlord states that the Tenant was served with the notice of hearing and evidence package by Canada Post Registered Mail on April 10, 2012 and has submitted a copy of the Customer Receipt as evidence. As such, I am satisfied that the Tenant was properly served with the notice of hearing and evidence package as deemed under the Act.

Section 72 of the Act addresses **Director's orders: fees and monetary order**. With the exception of the filing fee for an application for dispute resolution, the Act does not provide for the award of costs associated with litigation to either party to a dispute. Accordingly, the Landlord's claim for recovery of litigation costs(skip trace) is dismissed.

It was also clarified by the Landlord's Agent that only a monetary order is being sought for unpaid rent and for money owed or compensation for damage or loss from the tenancy. The request for an order of possession is withdrawn and requires no further action.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the pet damage and security deposits?

Background and Evidence

The Landlord states that this Tenancy began on January 1, 2010 and ended sometime in mid November of 2011. The Landlord also states that a \$700.00 pet damage deposit and a \$700.00 security deposit were paid on December 31, 2009.

The Landlord served a 10 day notice to end tenancy for unpaid rent on November 3, 2011. The notice displays an effective date of November 16, 2011 and that rent of

\$5,600.00 was due on August 1, 2011. The Landlord clarified this during the hearing that rent for 4 months from August 2011 to the end of November 2011 was unpaid for this amount due. The Landlord states that he regained possession of the rental unit on November 21, 2011 when the locks were re-keyed. The Landlord is seeking recovery of \$101.83 for the cost of rekeying the locks as the Tenant did not return the keys to the unit. The Landlord has submitted a copy of the receipt for the work done on November 21, 2011 by the locksmiths. The Landlord is also seeking recovery of \$77.28 for the replacement of a garage door opener. The Landlord has submitted a copy of the receipt from Tedford Overhead Doors for this cost.

Analysis

I accept the undisputed testimony of the Landlord and find that a 10 day notice to end tenancy for unpaid rent was served on November 3, 2011. The Tenant vacated the rental unit and did not file for dispute to dispute the notice to end tenancy. Based upon the undisputed testimony of the Landlord and the documentary evidence submitted, I am satisfied that the Landlord has established a claim for unpaid rent of \$5,600.00, \$101.83 for the cost of rekeying and \$77.28 for the replacement of a garage door opener. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$700.00 security deposit and the \$700.00 pet damage deposit currently held in partial satisfaction of this claim and I grant the Landlord a monetary order under section 67 for the balance due of \$4,429.11. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$4,429.11.
The Landlord may retain the pet damage and security deposits.

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 01, 2012.

Residential Tenancy Branch