

## **DECISION**

Dispute Codes      MNR, MNSD, FF

### Introduction

This is an application filed by the Landlord for a monetary order 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 May 3, 2012 to the address provided by the Tenant's Agent during the move-out on the condition inspection report on April 20, 2012. No documentary evidence has been submitted by the Tenant. I find based upon the undisputed testimony of the Landlord that the Tenant was properly served with the notice of hearing and evidence package submitted as deemed under the Act.

### Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain all or part of the security deposit?

### Background, Evidence and Analysis

This Tenancy began on August 1, 2011 on a fixed term tenancy until July 31, 2012. The monthly rent is \$3,300.00 payable on the 1<sup>st</sup> of each month and a security deposit of \$1,650.00 was paid.

The Landlord states that the Tenant vacated the rental unit on April 20, 2012 without notice. The Landlord states that a condition inspection report for the move-out was completed by an agent of the Tenant. The Landlord states that the agent agreed to deduct \$850.00 from the security deposit to address the deficiencies noted for the move-out and for breaking the lease. The Landlord has submitted a copy of the condition inspection report for the move-out dated April 20, 2012.

The Landlord states that the Tenant was served with a notice to end tenancy for unpaid rent for June 2012 of \$3,300.00. The Landlord seeks to retain the \$800.00 left from the security deposit to offset the unpaid rent and seeks a monetary order for the remainder.

I accept the undisputed testimony of the Landlord and find that the Landlord has established a claim for unpaid rent of \$3,300.00 for April 2012. I am satisfied that the Landlord has the consent of the Tenant's Agent to retain \$850.00 towards issues at the end of tenancy. I order that the Landlord may retain the remaining \$800.00 security deposit amount in partial satisfaction of the claim. The Landlord's claim is limited to the monetary amount applied for. The Landlord is also entitled to recovery of the \$50.00 filing fee. On that basis, I grant the Landlord a monetary order for \$1,700.00. 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 \$1,700.00.  
The Landlord may retain the 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: June 29, 2012.

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Residential Tenancy Branch