

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, MNDC, 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 damage to the unit – Section 67;
4. A monetary Order for compensation – Section 67; and
5. An Order to retain the security deposit - Section 38.

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 participate in the conference call 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 the claim for an Order of Possession as the Tenant moved out of the unit and returned the keys on June 22, 2012.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy began on September 1, 2010. Rent in the amount of \$600.00 is 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 \$250.00. Although the tenancy agreement notes \$300.00 to be collected for the security deposit, the Tenant

did not pay the remaining \$50.00. The Tenant owed rental arrears and failed to pay rent for May 2012. On May 16, 2012, the Landlord personally served the Tenant with a notice to end tenancy for non-payment of rent and the Tenant moved out on June 22, 2012. The Landlord is still in the process of repairing and readying the unit and has not provided details of costs for the claim for damages to the unit.

The Landlord claims \$2,050.00 in unpaid rent.

The Landlord claims \$1,025.98 for expenses incurred in preparation for the dispute as set out on the "List of Expenses To Date".

### Analysis

Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of rent the tenant must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. Based on the Landlord's evidence, I find that the Landlord has established a monetary claim for **\$2,050.00** in unpaid rent. Setting the security deposit of **\$250.00** plus zero interest off the entitlement leaves the amount of **\$1,800.00** payable by the Tenant to the Landlord.

As the Act does not provide for compensation for expenses involved in preparing for the dispute resolution process, I dismiss this part of the Landlord's application. Considering that repairs to the unit are not yet completed, I dismiss the Landlord's claim for damage to the unit with leave to reapply.

### Conclusion

**I order** that the Landlord retain the **deposit** and interest of \$250.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$1,800.00**. 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: July 05, 2012.

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Residential Tenancy Branch