



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served on May 16, 2012 with the application for dispute resolution and notice of hearing via registered mail sent to the forwarding address provided by the tenant, the tenant did not participate in the conference call hearing.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The landlord's undisputed testimony is as follows. The tenancy began on March 1, 2012 at which time the tenant paid a \$930.00 security deposit. Rent was set at \$1,860.00 per month. The tenancy was set to run for a fixed term ending on February 28, 2012.

In March, the tenant gave the landlord notice that he would be ending his tenancy on April 30, 2012. The landlord made efforts to re-rent the unit but was unable to find a tenant who could take occupancy in May 2012.

The parties completed a condition inspection of the unit at both the beginning and end of the tenancy. At the end of the tenancy, the tenant signed the condition inspection report and agreed that the landlord could retain his security deposit in partial satisfaction of amounts owed, which were itemized as follows:

- \$1,860.00 – May rent
- \$50.00 – replacement of range hood fan
- \$930.00 – liquidated damages
- \$448.00 – kitchen door and re-grout

The landlord testified that the range hood fan and kitchen door required replacement because of a kitchen fire caused by the tenant.

The landlord testified that an interpreter was present at the end of the tenancy and that she went through the charges with the tenant to explain them clearly before he signed the document.

### Analysis

I accept the landlord's undisputed evidence and I find that the tenant agreed that he owed the aforementioned charges. On the basis of that agreement, I find that the landlord is entitled to recover \$3,288.00 as well as the \$50.00 filing fee paid to bring her application for a total of \$3,338.00.

I order the landlord to retain the \$930.00 security deposit in partial satisfaction of the claim and I grant her a monetary order under section 67 for the balance of \$2,408.00. 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 \$2,408.00 and will 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: July 11, 2012

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Residential Tenancy Branch