



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD and FF

Introduction

This application was brought by the landlord on July 19, 2012 seeking a monetary award for unpaid rent, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

Despite having been served with the Notice of Hearing on July 19, 2012, the tenant did not call in to the number provided to enable his participation in the telephone conference call hearing. Therefore, it proceeded in his absence.

As a matter of note, this tenancy was the subject of a hearing on July 26, 2012 on the tenant's application to have set aside a Notice to End Tenancy for unpaid rent served on July 12, 2012, and various other remedies under the *Act* related to repairs and services.

In the result, the Dispute Resolution Officer upheld the Notice to End Tenancy and granted the landlord an Order of Possession on the landlord's verbal request under section 55(1) of the *Act*. The balance of the application was dismissed without leave to reapply.

Issue(s) to be Decided

This matter now requires a decision on whether the landlord is entitled to a monetary award for unpaid rent, recovery of the filing fee and authorization to retain the security deposit in set off.

Background and Evidence

This tenancy began on April 1, 2007. Rent was \$1,075 per month at the end of the tenancy and the landlord holds a security deposit of \$475 paid on March 31, 2007.

During the hearing, the landlord gave evidence that the rent for June and July 2012, cause for the Notice to End Tenancy of July 12, 2012 remained unpaid. Therefore, he now seeks a monetary award for \$1,075 for rent for each of June and July 2012, the \$50 filing fee for this proceeding and authorization to retain the \$475 security deposit in set off.

The landlord stated that the tenant had vacated the rental unit on the night of August 1, 2012 without notice or providing a forwarding address and had damaged doors and closet doors in the rental unit among other damage, left substantial debris to be removed and left the rental unit in need of cleaning.

Analysis

Section 7 of the *Act* provides that if either party to a rental agreement suffers a loss due to the non-compliance of the other with the legislation or rental agreement, the non-compliant party must compensate the other for that loss. Section 26 of the *Act* states that tenants must rent when it is due.

Section 67 of the *Act* authorizes the director's delegate to determine an amount owed and to order compensation.

In the present matter, I find that the tenant owes the \$1,075 rent for both June and July 2012. As the application has succeeded on its merits, I further find that the landlord is entitled to recover the filing fee for this proceeding from the tenant.

In addition, as authorized by section 72 of the *Act*, I hereby order that the landlord shall retain the tenant's security deposit in set off against the balance owed.

Thus, I find that the tenant owes to the landlord an amount calculated as follows:

Rent for June 2012	\$1,075.00
Filing fee	50.00
Sub total	\$2,200.00
Less retained security deposit (No interest due)	- 475.00
Less interest (March 31, 2007 to date)	- 12.59
TOTAL	\$1,712.41

Conclusion

In addition to authorization to retain the security deposit in set off, the landlord's copy of this decision is also accompanied by a Monetary Order for **\$1,712.41**, enforceable through the Provincial Court of British Columbia, for service on the tenant.

The landlord remains at liberty to make application for a further Monetary Order for damage or losses ascertained at the conclusion of the tenancy.

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: August 13, 2012.

Residential Tenancy Branch