Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with a landlord's application for a Monetary Order for unpaid or loss rent; damage to the rental unit or property; and, authorization to retain the security deposit. The tenant did not appear at the hearing. The landlord testified that he sent the hearing documents to the tenant within three days of filing this Application using the forwarding address provided to the landlord via email. The landlord orally provided a registered mail tracking number and stated the registered mail was not returned. I was satisfied the tenant has been served with the hearing documents and I proceeded to hear from the landlord without the tenant present.

Issue(s) to be Decided

1. Has the landlord established an entitlement to compensation for unpaid/loss of rent and damage in the amount claimed?
2. Is the landlord authorized to retain the security deposit?

Background and Evidence

A month-to-month tenancy commenced July 15, 2012 and the landlord collected a security deposit of $300.00. The monthly rent was $600.00. On September 20 or 21, 2012 a person visiting the tenant broke the window of the rental unit. Then on September 23, 2012 an incident took place involving the tenant and the police called the landlord. When the landlord attended the property on September 23, 2012 the tenant told the landlord he was leaving. The tenant proceeded to pack a duffle bag and left the property. The tenant had paid rent for September 2012 but did not pay for October 2012. The tenant left abandoned possessions and garbage in the rental unit. The landlord cleaned out the unit and re-rented it starting December 15, 2012.

The tenant phoned the landlord on a number of occasions seeking return of the security deposit. The landlord requested a forwarding address in writing. One was provided to the landlord via email within 15 days prior to the landlord filing this Application for Dispute Resolution.

The landlord is seeking to recover loss of rent for October 2012 in the amount of $600.00 and $236.85 to replace the broken window. The landlord requested authorization to retain the security deposit in partial satisfaction of the amounts owed to the landlord.

The landlord included a detailed written submission with the Application as well as a copy of the invoice for repairing the broken window.

Analysis

The Act requires that a tenant give the landlord at least one full month of written notice in order to end their obligations under the tenancy agreement. A tenant is also required to return vacant possession of a rental unit, remove their garbage, and leave it undamaged and reasonably clean at the end of the tenancy. Under the Act a tenant is responsible for repairing damage the tenant, or a person permitted on the property by the tenant, caused to the rental unit or residential property.

Based upon the undisputed evidence presented to me, I find the tenant violated the above requirements. I am also satisfied the landlord suffered damages and loss in the amount claimed by the landlord. Therefore, I grant the landlord's request to recover $836.85 from the tenant.

I authorize the landlord to retain the tenant's security deposit in partial satisfaction of amounts awarded to the landlord. I also award the landlord the filing fee paid for this Application. Therefore, I provide the landlord with a Monetary Order in the net amount of $586.85 [$836.85 + 50.00 – 300.00] to serve upon the tenant and enforce as necessary.

Conclusion

The landlord has been authorized to retain the tenant's security deposit and has been provided a Monetary Order for the balance of $586.85 to serve upon the tenant and enforce as necessary.

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: January 10, 2013

_____
Residential Tenancy Branch