



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit, site or property, for money owed or compensation for damage or loss, 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 Package and Evidence by Canada Post Registered Mail on January 7, 2013 and has provided the Customer Tracking No. as confirmation in her direct testimony. The Tenant has not submitted any documentary evidence. As such, I am satisfied that both parties have been properly served with the notice of hearing package and the submitted documentary evidence.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Background, Evidence and Analysis

This Tenancy began on April 18, 2012 on a fixed term tenancy until October 31, 2012 and then thereafter on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The Landlord currently holds a \$830.00 security deposit that was paid by the Tenant.

The Landlord states a letter dated December 13, 2012 was received from the Tenant that provided her notice to vacate the rental unit by December 23, 2012. In the letter the Tenant's forwarding address in writing was received for a United States address.

The Landlord seeks an amended monetary claim of \$644.80 down from the original \$763.50. This is detailed in the Landlord's apartment inspection summary.

I accept the undisputed testimony of the Landlord and find that a monetary claim of \$644.80 has been established. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain \$694.80 from the \$830.00 security deposit as satisfaction of this claim. The Landlord is to return the balance due of \$135.20 to the Tenant. The Tenant is granted a monetary order for \$135.20. 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 may retain \$694.80 from the security deposit.
The Tenant is granted a monetary order for \$135.20.

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: March 27, 2013

Residential Tenancy Branch

