



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNDC, MNSD, FF, O

### Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit, site or property, for unpaid rent or utilities, for money owed or compensation for damage or loss, to keep all or part of the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. The Tenant, J.W. has confirmed receipt of the Landlord's notice of hearing package and submitted documentary evidence. The Tenant, A.B. did not attend. Neither Tenant submitted any documentary evidence. The Landlord states that both Tenants were served by Canada Post Registered Mail on March 27, 2013 and has submitted copies of the Customer Tracking number and a print out of the online tracking that both parties signed for the packages. Based upon the above, I find that both Tenants were 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 and Evidence

This Tenancy began on January 1, 2013 on a fixed term tenancy ending on December 31, 2013 and then thereafter on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The Tenancy ended on March 13, 2013. The monthly rent was \$1,200.00 payable on the 1<sup>st</sup> of each month and a security deposit of \$600.00 was paid on December 10, 2012.

The Landlord seeks a monetary order for \$1,258.89. This consists of \$22.40 for re-advertising the rental unit, \$700.00 for unpaid rent for March 2013, \$186.49 for door

repair costs and recovery of \$300.00 (\$100.00 X 3 month (January, February and March)) from rent incentives. The Tenant, J.W. states that she is aware of the claims and costs and does not dispute the Landlord's claims. The Tenant, J.W. only states that her co-tenant, A.B. was also responsible. The Landlord has submitted copies of payment invoices for the advertising, the 10 day notice to end tenancy issued for unpaid rent dated March 3, 2013, a copy of a completed condition inspection report and a copy of Tenancy Agreement with additional terms for the rental incentive. The Tenant, J.W. has confirmed in her testimony that she is not contesting the Landlord's monetary claims. The Tenant, J.W. has also confirmed receipt of the 10 day notice to end tenancy dated March 3, 2013 and confirms that rent was not paid.

### Analysis

I accept the undisputed testimony of the Landlord and find that the Landlord has established a monetary claim for \$1,258.89. This is supported by the documentary evidence submitted by the Landlord and the direct testimony of the Tenant, J.W. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$600.00 security deposit in partial satisfaction of the claim and I grant a monetary order under section 67 for the balance due of \$708.89. 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 \$708.89.  
The Landlord may 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: June 20, 2013

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Residential Tenancy Branch