



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Metro Vancouver Housing Corporation
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for damage to the unit – Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on January 1, 2011 and ended on March 31, 2013. Rent of \$944.00 was payable monthly and at the outset of the tenancy the Landlord collected \$455.00 as a security deposit. The Parties mutually conducted a move-in and move-out inspection. On the move-out inspection form the Tenant signed his agreement to a

deduction from the security deposit for unpaid rent of \$944.00 and cost of carpet cleaning of \$75.00. The Tenant was offered a payment plan for the repayment of the amount owed however the Landlord has not been able to contact the Tenant by phone to date, despite several attempts to do so.

Analysis

Section 38 of the Act provides that a landlord may retain an amount from a security deposit or a pet damage deposit if at the end of a tenancy, the tenant agrees in writing the landlord may retain the amount to pay a liability or obligation of the tenant. Based on the undisputed evidence of the Landlord, I find that the Tenant agreed in writing that the amounts claimed by the Landlord are owed by the Tenant and that the Tenant agreed that the Landlord could retain the security deposit against the amounts owed by the Tenant. I therefore find that the Landlord is entitled to **\$1,019.00**. The Landlord is also entitled to retain the security deposit of \$455.00 plus zero interest and I set this amount off the entitlement leaving **\$564.00** owed by the Tenant to the Landlord. The Landlord is also entitled to recovery of the **\$50.00** filing fee for a total remaining entitlement of **\$614.00**.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$455.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$614.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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 26, 2013

Residential Tenancy Branch