



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR; MNR; MNDC, MND; FF

Introduction

This is the Landlord's application for an Order of Possession; a Monetary Order for unpaid rent and damages; to retain the security deposit in partial satisfaction of his monetary claim; and to recover the cost of the filing fee from the Tenants.

The Landlord gave affirmed testimony at the Hearing.

The Landlord testified that the Notice of Hearing documents were hand delivered to the Tenant with a witness present, on June 15, 2013, at 12:15 p.m. The Landlord provided a written statement from the witness in evidence.

Based on the Landlord's affirmed testimony and documentary evidence, I am satisfied that the Tenant was duly served with the Notice of Hearing documents. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in his absence.

Preliminary Matters

The Landlord testified that the Tenant moved out of the rental unit on June 30, 2013, and therefore he withdrew his application for an Order of Possession. He stated that he has not replaced the damaged door to the rental unit, which he expects to cost about \$1,800.00, and that he did not provide a copy of the invoice for the missing fob. The Tenant was duly served with the Landlord's Notice of Hearing documents and chose not to attend the teleconference to dispute his application. Therefore, I dismissed these portions of his application with leave to re-apply, as I found there was no prejudice to the Tenant in so doing.

Issues to be Decided

- Is the Landlord entitled to a Monetary Order for unpaid rent, the cost of cleaning up an oil spill and the unpaid move-in fee?

Background and Evidence

The Landlord's agent gave the following testimony and evidence:

The tenancy began in May or June of 2012. Monthly rent was \$1,300.00, due on the first day of each month. The Tenant paid a security deposit in the amount of \$650.00 at the beginning of the tenancy. The rental unit is a condominium in a strata plan.

On May 31, 2013, the Landlord issued a Notice to End Tenancy for unpaid rent that was due on May 1, 2013, in the amount of \$800.00. A copy of the Notice was provided in evidence. The Landlord posted the Notice to the Tenant's door on May 31, 2013. The Tenant did not pay the outstanding arrears for May, and did not pay any rent for June, 2013. The Landlord seeks a monetary award in the amount of **\$2,100.00** for unpaid rent for May and June, 2013.

The strata corporation fined the Landlord \$200.00 for an oil stain that the Tenant left in her parking spot at the rental property, as well as an unpaid move-in fee in the amount of \$300.00. The Landlord provided a statement from the strata corporation confirming these fines. The Landlord seeks a monetary award in the amount of **\$500.00** for strata fines that are the responsibility of the Tenant.

Analysis

I accept the Landlord's undisputed affirmed testimony in its entirety. I find that the Tenant did not pay full rent for May and June, 2013, and allow his claim for unpaid rent in the amount of \$2,100.00. I further find that the Tenant did not pay the move-in fee as required by the Strata rules and that her vehicle left an oil slick in the parking lot at the rental property. Therefore, I also allow the Landlord's claim in the amount of \$500.00 for strata fines.

The Landlord has established a total claim of \$2,600.00. Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of the Landlord's monetary claim. No interest has accrued on the security deposit.

The Landlord has been successful in his application and I find that he is entitled to recover the cost of the \$50.00 filing fee from the Tenant.

I hereby provide the Landlord a Monetary Order, calculated as follows:

Unpaid rent	\$2,100.00
Strata fines	\$500.00
Recovery of the filing fee	\$50.00
Subtotal	\$2,650.00
Less security deposit	- \$650.00
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$2,000.00

Conclusion

The Landlord's application for a monetary award for the cost of replacing a fob and a damaged door is **dismissed with leave to reapply**.

I hereby grant the Landlord a Monetary Order in the amount of **\$2,000.00** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: July 22, 2013

Residential Tenancy Branch