



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on May 17, 2013, the tenants did not participate in the conference call hearing. The landlord gave affirmed evidence.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Is the landlord entitled to an order of possession?

Is the landlord entitled to retain the security deposit?

Background, Evidence and Analysis

At the outset of the hearing the landlord advised the tenancy has ended and the tenants have moved out, accordingly; I dismiss the landlords request for an order of possession.

The landlord's undisputed testimony is as follows. The tenancy began on September 1, 2012 and ended on February 15, 2013. The tenants were obligated to pay \$1250.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$625.00 security deposit. I address the landlord's claims and my findings around each as follows.

First Claim - The landlord stated that the tenants did not pay the February rent due. The landlord issued a Ten Day Notice for Unpaid Rent or Utilities on February 2, 2013 indicating an unpaid amount of \$1250.00. Based on the landlords documentation and in the absence of any disputing evidence from the tenant I find that the landlord is entitled to \$1250.00 in unpaid rent.

Second Claim - The landlord is seeking \$48.38 for roto-tilling the backyard, \$135.00 for labour costs to install new turf, \$230.00 for the new turf, \$85.12 for having the living room blinds cleaned, and \$88.48 for having the dishwasher repaired. The landlord provided receipts for the above claims. The landlords also provided a move in and move out condition inspection report that was agreed to and signed by the tenant reflecting an accurate depiction of the unit. Based on the above I am satisfied that the landlord is entitled to the recovery of all the claims in the amount of \$586.98.

Third Claim – The landlord is seeking \$22.47 for the cost of registering their mail. It was explained to the landlord that the Act does not provided for the recovery of this cost as it is a cost an applicant must bear to litigate their claim. The landlord indicated that she understood. This portion of the landlords claim is dismissed.

As for the monetary order, I find that the landlord has established a claim for \$1886.98 in unpaid rent and damages. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$625.00 deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1261.98. 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 monetary order for \$1261.98. 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: August 15, 2013

Residential Tenancy Branch