



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding The Woods Joint Ventures
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to the landlords application for a Monetary Order for unpaid rent or utilities; a Monetary Order for damage to the unit, site or property; for an Order permitting the landlord to keep all or part of the tenants security deposit; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; and to recover the filing fee from the tenants for the cost of this application.

The tenant and landlord attended the conference call hearing, gave sworn testimony. The landlord provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. All evidence and testimony of the parties has been reviewed and are considered in this decision.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for unpaid rent?
- Is the landlord entitled to a Monetary Order for damage to the unit?
- Is the landlord permitted to keep the security deposit?
- Is the landlord entitled to a Monetary Order for money owed or compensation for damage or loss?

Background and Evidence

The parties agree that this tenancy started on January 01, 2012. Rent for this unit was \$934.20 per month due on the 1st of each month. The tenant vacated the rental unit on March 01, 2013. The tenant paid a security deposit of \$450.00 on December 30, 2011. The tenant provided a forwarding address to the landlord on May 07, 2013.

The landlord testifies that the tenant owes rent for February 2013 of \$934.20. The landlord testifies that there is a typo in the amount of rent on the deduction sheet provided in evidence which shows outstanding rent of \$928.40.

The landlord testifies that at the end of the tenancy the tenant left the carpets unclean and there was damage to a bedroom door. The landlord seeks to recover \$168.00 for carpet cleaning and \$40.00 for the bedroom door.

The landlord requests an Order to be permitted to keep the security deposit to offset against the unpaid rent and damages. The landlord states that there is no further monetary claim for money owed or compensation for damage or loss.

The tenant does not dispute the landlords claim for unpaid rent or damages. The tenant states that if all goes well he will be able to pay these amounts to the landlord over a few months.

Analysis

Section 26 of the Act states: *A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.*

As the tenant does not dispute that rent for February remains unpaid I find in favor of the landlords revised claim for rent of \$934.20.

I further find as the tenant does not dispute the landlords claim for carpet cleaning or damage to the bedroom door that the landlord is entitled to recover \$208.00 in damages.

The landlord is therefore permitted to keep the tenants security deposit of \$450.00 pursuant to s. 38(4)(b) of the *Act*. This amount will be offset against the landlord's monetary award.

The landlord is also permitted to recover the \$50.00 filing fee from the tenant pursuant to s. 72(1) of the *Act*. A Monetary Order has been issued to the landlord for the following amount:

Unpaid rent	\$934.20
damages	\$208.00
Filing fee	\$50.00
Less security deposit	(-\$450.00)
Total amount due to the landlord	\$742.20

Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$742.20**. The order must be served on the respondent and is enforceable through the Provincial Court 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: August 02, 2013

Residential Tenancy Branch

