



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mason Investments Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPB, MNR, MNDC, MNSD, FF

Introduction

This is an application filed by the Landlord for an order of possession because the Tenant has breached an agreement with the Landlord, a monetary order request for unpaid rent, for money owed or compensation for damage or loss, to keep all or part of the security deposit and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend or submit any documentary evidence. The Landlord states that the Tenant was served with the notice of hearing package in person on August 14, 2013. The Landlord states that the Tenant signed acknowledgment of the service before a witness and has submitted copies as confirmation.

The Landlord clarified at the beginning of the hearing that the Tenant had vacated the rental unit on August 20, 2013 and that an order of possession is no longer required and as such withdraws this portion of the claim. No further action is required.

The Landlord also clarified that the monetary claim is being amended and lowered to \$2,582.72 from \$5,000.00 as the Landlord now has a detailed accounting of the claim since the application was filed.

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 February 1, 2013 on a fixed term tenancy ending on January 31, 2014 as shown by the submitted copy of the signed tenancy agreement. The monthly rent was \$1,619.00 payable on the 1st of each month and a security deposit of \$809.50 was paid on January 16, 2013. Both parties completed the condition inspection report for the move-in on January 28, 2013 and the move-out on August 20, 2013. The move-out portion states that the Tenant agrees to the damages listed of \$410.00 and to pay the \$400.00 liquidated damages

The Landlord states that the Tenant agreed to a compromise in a letter dated August 14, 2013 to pay the \$400.00 in liquidated damages for ending the fixed term tenancy prematurely, to forfeit the \$400.00 security deposit for damages totalling \$410.00 and to pay for September 2013 rent of \$1,619.00 or a portion if the rental unit was re-rented during September 2013. The Landlord states that the Tenant then completed a new notice to end tenancy dated August 21, 2013 to end the fixed term tenancy and be responsible for rent until September 30, 2013. The Landlord states that the Tenant vacated the rental unit on August 20, 2013 and did not pay the \$400.00 in liquidated damages or the September 2013 rent of \$1,619.00. No forwarding address has been provided to the Landlord for the Tenant.

The Landlord seeks monetary claim of \$2,582.72. This consists of \$1,619.00 in loss of rental income for September 2013, a \$25.00 NSF charge for September rent, \$393.75 for floor repair, \$442.44 for paint refresh, \$11.18 for replacement of a dining room globe and \$41.35 for repair/replacement of broken oven.

Analysis

I accept the undisputed testimony of the Landlord's Agent and find that a monetary claim for \$2,582.72 has been established. The Landlord has provided a copy of the completed condition inspection reports for the move-in and the move-out that notes the condition of the rental unit. I find that this in conjunction with the Landlord's direct testimony and copies of invoices has established a monetary claim of \$2,582.72, which includes recovery of the \$50.00 filing fee. I order that the Landlord retain the \$809.50 security deposit in partial satisfaction of the claim and I grant a monetary order for the balance due of \$1,773.22. This order may be filed in the Small Claims Division of the Provincial Court of British Columbia and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$1,773.22.
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: October 24, 2013

Residential Tenancy Branch

