



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 43 Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR; OPB; MNR; MND; MNDC, MNSD; FF

Introduction

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

The Landlord's agent LD gave affirmed testimony at the Hearing.

Preliminary Matters

LD testified that the Notice of Hearing documents were mailed to the Tenant, via registered mail, to the rental unit on August 16, 2013. The Landlord provided the registered mail receipt and tracking numbers in evidence.

LD stated that the Tenant abandoned the rental unit on August 30, 2013. Therefore, the **Landlord is withdrawing its application for an Order of Possession** and no further action is required with respect to this portion of the Landlord's application.

LD testified that the Landlord amended its claim to add a request for further damages and loss of revenue for September, 2013, which increased its monetary claim to \$3,178.11. She testified that the Tenant did not leave a forwarding address, so the Landlord sent the Tenant the amended Application by registered mail to the rental unit on August 29, 2013, hoping that the Tenant was having her mail forwarded. The Landlord provided the receipt and tracking numbers in evidence. I explained to the Landlord that there was insufficient evidence that the Tenant received the amended Application and therefore the Landlord's request for additional damages is **dismissed with leave to reapply**.

Based on the affirmed testimony of the Landlord's agent and the documentary evidence provided by the Landlord, I am satisfied that the Tenant was duly served with the Notice of Hearing documents, filed August 13, 2013, by registered mail. Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being served

with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in her absence.

Issues to be Decided

- Is the Landlord entitled to a monetary award for unpaid rent for August, 2013, and damages in the amount of \$262.35?
- May the Landlord apply the security deposit towards partial recovery of its monetary award?

Background and Evidence

LD gave the following testimony:

The Landlord provided a copy of the tenancy agreement in evidence. This tenancy is subsidized. The tenancy began on May 1, 2011. Monthly rent is due on the first day of each month. The Tenant paid a security deposit in the amount of \$400.00 on April 29, 2011.

LD testified that the Tenant fell behind in rent payments. She stated that the Tenant owes the following amount in unpaid rent:

Rent due	Rent amount	Amount paid	Balance due
April/13	\$595.00	\$390.00	\$205.00
May/13	\$257.00	\$170.00	\$292.00
June/13	\$257.00	\$430.00	\$119.00
July/13	\$257.00	0	\$376.00
August/13	\$257.00	0	\$633.00

The Landlord provided copies of correspondence in evidence to support this portion of its claim.

LD testified that the Tenant also owed money for repairs and lost keys, as follows:

Month	Repair charge	Paid	Balance due
May/11	\$5.00 Lost mailbox key	0	5.00
July/11	\$134.40 Toilet plugged by Tenant	0	\$139.40
Dec/11	\$15.00 Lost three keys	0	\$154.40
Jul/12	\$28.00 Tenant broke bifold door	0	\$182.40
Jul/12	\$14.00 To replace smoke detector (Tenant removed)	0	\$196.40
Jul/13	\$65.95 To replace smoke detector (Tenant broke)	0	\$262.35

The Landlord provided a copy of the tenant ledger in evidence to support this portion of its claim.

Analysis

Based on LD's affirmed testimony and the documentary evidence provided, I accept the Landlord's undisputed claim in its entirety. I find that the Tenant owes rent to and including August, 2013, in the total amount of **\$633.00**. As previously mentioned above, the Landlord is at liberty to apply for loss of revenue for the month of September, 2013, if it so desires.

I also find that the Landlord is entitled to damages in the amount of **\$262.35** as claimed.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of its monetary award. No interest has accrued on the security deposit.

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

The Landlord has established a monetary claim as follows:

Unpaid rent	\$633.00
Damages	\$262.35
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$945.35
Less security deposit	<u>- \$400.00</u>
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$545.35

Conclusion

I hereby provide the Landlord with a Monetary Order in the amount of **\$545.35** 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: October 07, 2013

Residential Tenancy Branch