



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Apple Tree Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR MNSD FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. An agent for the landlord attended the teleconference hearing, but the tenant did not.

The landlord submitted evidence to establish that the tenant was served with the application for dispute resolution and notice of hearing by registered mail on July 30, 2013. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the tenant was deemed served with notice of the hearing on August 4, 2013, and I proceeded with the hearing in the absence of the tenant.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on June 1, 2012. Rent in the amount of \$1,800 was payable in advance on the 16th day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$900. The landlord stated that the tenant failed to pay \$1,800 rent for December 2012, \$1,800 for April 2013 and \$900 for May 1 to 15, 2013. The landlord submitted a ledger to show the outstanding rent amounts. The tenancy ended on May 15, 2013. On May 31, 2013 the tenant sent an email to the landlord, in which he authorized the landlord to retain \$300 of the security deposit for painting and cleaning costs. The landlord has claimed \$4,500 for unpaid rent and \$300 for painting and repairs.

Analysis

Upon consideration of the undisputed evidence, I find that the landlord is entitled to their claim in its entirety. The landlord provided sufficient evidence to establish that the tenant owed \$4,00 in unpaid rent; further, the tenant gave the landlord written permission to retain \$300 of the security deposit for painting and cleaning.

As the landlord's claim was successful, they are also entitled to recovery of the \$50 filing fee for the cost of their application.

Conclusion

The landlord is entitled to \$4,850. I order that the landlord retain the security deposit of \$900 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$3,950. This order may be filed in the Small Claims Court 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: November 14, 2013

Residential Tenancy Branch

