



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Metro Vancouver Housing Corporation  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** MND; MNSD; FF

### **Introduction**

This is the Landlord's application for a Monetary Order for damages; to retain the security deposit in partial satisfaction of its monetary award; and to recover the cost of the filing fee from the Tenant.

The Landlord's agents gave affirmed testimony at the Hearing.

The Landlord's agents testified that the Notice of Hearing documents were mailed to the Tenant, via registered mail, to the address that the Tenant provided as a forwarding address, on August 16, 2013. The Landlord provided the registered mail receipt and tracking numbers in evidence.

The Landlord's agents also testified that they sent copies of the Landlord's documentary evidence to the Tenant by registered mail on November 1, 2013, and provided the receipt and tracking numbers in evidence.

The Landlord's agents stated that JK received a letter from the Tenant on the morning of the Hearing stating that she is working and will not be able to sign into the teleconference, but that she agreed to the charges.

Based on the affirmed testimony of the Landlord's agents and the documentary evidence provided by the Landlord, I am satisfied that the Tenant was duly served with the Notice of Hearing documents by registered mail. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in her absence. The Hearing remained open for 25 minutes.

### **Issues to be Decided**

- Is the Landlord entitled to a Monetary Order, and if so, in what amount?

### **Background and Evidence**

The Landlord's agents gave the following testimony:

This tenancy began on October 1, 1995, and ended on July 31, 2013. The Tenant paid a security deposit in the amount of \$392.50 on September 13, 1995.

The parties met to do a Condition Inspection on July 31, 2013. A copy of the Condition Inspection Report was provided in evidence. The Landlord's agents stated that the Tenant left the rental unit very dirty and in need of repair beyond normal wear and tear. The Landlord provided photographs of the rental unit taken at the end of the tenancy.

The Tenant agreed that she was responsible for damages to the rental unit in the amount of \$2,555.00. The Tenant signed the Condition Inspection Report acknowledging her responsibility for the damages.

The amount that it cost the Landlord for repairs to the rental unit is \$3,369.00, but the Landlord is only seeking to recover the amount that the Tenant agreed upon. The Landlord provided invoices in evidence.

The Landlord's records show that accrued interest on the security deposit was \$152.86 which, together with the security deposit, totals \$545.36.

The Landlord is aware that the amount of interest calculated by using the amounts prescribed by the regulations is only \$69.94, but the Landlord is crediting the Tenant with interest in the amount of \$152.86.

### **Analysis**

Based on the undisputed testimony and documentary evidence, I am satisfied that the Landlord has established a monetary claim for damages in the amount of \$2,555.00. The Condition Inspection Report indicates that the Tenant agreed to pay damages in that amount.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit together with accrued interest towards partial satisfaction of the Landlord's monetary award.

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.

I hereby provide the Landlord with a Monetary Order, calculated as follows:

|   |                   |
|---|-------------------|
| Damages   | \$2,555.00        |
| Recovery of the filing fee                            | <u>\$50.00</u>    |
| Subtotal  | \$2,600.00        |
| Less security deposit and interest                    | <u>- \$545.36</u> |
| <b>TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF</b> | <b>\$2,054.64</b> |

### **Conclusion**

I hereby grant the Landlord a Monetary Order in the amount of **\$2,054.64** 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: November 18, 2013

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Residential Tenancy Branch

