



Dispute Resolution Services

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, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order authorizing them to retain the security deposit. Despite having been served with the application for dispute resolution and notice of hearing sent via registered mail on August 1, 2013, the tenants did not participate in the conference call hearing.

Issues to be Decided

Is the landlord entitled to a monetary order as claimed?
Should the landlord be authorized to retain the security deposit?

Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began in March 2010 at which time the tenants paid a \$472.50 security deposit and ended on November 30, 2011. The tenants were obligated to pay \$966.00 in rent in advance on the first day of each month.

The tenants failed to pay \$6.00 of their rent in the month of October 2011 and paid no rent whatsoever in the month of November 2011, although the tenants promised the landlord that they would make a \$500.00 payment on November 29.

At the end of the tenancy, the tenant S.J. gave the landlord written acknowledgment that she owed \$1,608.00 for outstanding rent, cleaning and the cost of replacing bi-fold doors in the unit and gave the landlord permission to apply the security deposit to that debt.

The landlord now seeks to recover a total of \$1,386.12 before the security deposit is applied, which represents the following:

October rent	\$ 6.00
November rent	\$ 966.00
Cleaning	\$ 114.12
Bi-fold door replacement	\$ 300.00
Filing fee	\$ 50.00
Total:	\$1,436.12

Analysis

I accept the landlord's undisputed evidence and I find that the tenants acknowledged that they were indebted to the landlord in the amount of \$1,608.00 before the application of the security deposit. I find that the landlord is entitled to recover the monies sought as outlined above and I award the landlord \$1,436.12.

Conclusion

The landlord is awarded \$1,436.12. I order the landlord to retain the \$472.50 security deposit in partial satisfaction of the claim and I grant them a monetary order under section 67 for the balance of \$963.62. This order may be filed in the Small Claims Division of the Provincial 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 04, 2013

Residential Tenancy Branch

