



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mainstreet Equity Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNR, MND, MNDC, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for compensation - Section 67;
3. A Monetary Order for damages to the unit – Section 67;
4. An Order to retain the security deposit - Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail to a forwarding address provided in writing by the Tenant at the end of the tenancy in accordance with Section 89 of the Act. It is noted that on January 5, 2014 the Tenant provided a new address to the Landlord and the Landlord again served the Tenant with the application for dispute resolution and notice of hearing by registered mail at this new address. The Tenant did not attend the Hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on August 1, 2013 and ended on November 16, 2013. Rent of \$1,100.00 was payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$550.00 as a security deposit. The tenancy agreement provides for a \$25.00 late rent fee. The Parties mutually conducted a move-in and move-out inspection and report.

The Tenant failed to pay November 2013 rent and the Landlord claims \$1,100.00 plus \$25.00 for a late fee. During the tenancy the Tenant broke a bedroom window and 2 light fixtures. The Landlord repaired the items and sent an invoice for \$141.00 to the Tenant for payment. The Tenant did not pay the invoice. The Landlord claims \$141.00.

Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Based on the undisputed oral and supporting evidence of the Landlord, I find that the Landlord has substantiated an entitlement to **\$1,125.00** for unpaid rent and a late fee as provided for under the tenancy agreement.

Section 32 of the Act provides that a tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant. Based on the undisputed oral and supporting evidence of the Landlord, I find that the Landlord has substantiated that the Tenant caused damage to the rental unit and that the Landlord is therefore entitled to **\$141.00** in compensation.

The Landlord is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$1,316.00**. Deducting the security deposit of **\$550.00** plus zero interest from this entitlement leaves **\$816.00** owed by the Tenant to the Landlord.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$550.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for **\$816.00**. If necessary, 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: March 19, 2014

Residential Tenancy Branch

