



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MNSD, MND, FF, SS

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. Despite having been served with the application for dispute resolution and notice of hearing by having a witness present when personally serving the tenant on March 3, 2014, the tenants did not participate in the conference call hearing. The landlord gave affirmed testimony.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

The landlord's undisputed testimony is as follows.

The tenancy began on September 8, 2012 and ended on February 14, 2014. The tenants were obligated to pay \$1150.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$575.00 security deposit.

I address the landlord's claims and my findings around each as follows.

First Claim – The landlord is seeking \$575.00 in unpaid rent for February 1-14, 2014. The landlord stated the tenant did not pay the rent for February 1-14, 2014. The landlord stated that they were able to rent the unit for February 15, 2014. Based on the undisputed testimony and in the absence of any evidence from the tenant I find that the landlord is entitled to \$575.00 in unpaid rent.

Second Claim – The landlord is seeking \$1813.46 for the replacement of a pane glass door, \$210.00 for the locksmith to install the electronic “strike plate” and \$299.25 for the emergency cleanup of the glass and broken door pieces. The landlord stated that the tenants’ guest damaged the pane glass door and was captured on security cameras. The landlord stated that the tenant had taken responsibility for this damage and was making attempts to have her friend pay the bill and to work out a payment plan. The landlord stated the tenant made no payments. The landlord provided a signed “Form K” and other documentation to support this claim. Based on the undisputed testimony and in the absence of any evidence from the tenant I find that the landlord is entitled to \$2322.71.

Third Claim – The landlord is seeking \$94.50 for lock replacement and \$50.00 for a fob replacement. The landlord stated the tenant did not participate in the move out inspection nor provide a set of keys and one fob for the unit. Based on the undisputed testimony and in the absence of any evidence from the tenant I find that the landlord is entitled to \$144.50.

The landlord is entitled to the recovery of the \$50.00 filing fee.

The landlord had made an application for subservice. I find that the landlord is premature in this part of their application as they have yet to receive the decision or make any attempts to serve said decision. In addition the landlord stated that she had been in phone and e-mail contact with the tenant. Based on the above I dismiss this portion of the landlords’ application with leave to reapply.

Conclusion

The landlord has established a claim for \$3092.21. I order that the landlord retain the \$575.00 deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2517.21. 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: June 18, 2014

Residential Tenancy Branch

