



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNR, MNSD, 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 damage to the unit – Section 67
3. An Order to retain the security deposit - Section 38
4. An Order to recover the filing fee for this application - Section 72.

Both parties attended the conference call and participated in the hearing.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on June 01, 2013 and ended March 31, 2014. Rent in the amount of \$1000.00 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$500.00 which they retain in trust. The tenant failed to pay rent in the month of March 2014 and on March 21, 2014 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant testified they did not pay the rent. The landlord seeks the unpaid rent.

The landlord claims the tenant broke the common entrance door frame to the basement unit. The landlord testified they think the tenant broke it because they lost a key to the door. The tenant denies they broke it. The tenant claims they came home one day and found it broken and immediately reported it to the landlord wife. The tenant testified that they had other means to mitigate the loss of a key. The landlord seeks “about \$400.00” for the repair but has not submitted any receipts or estimates for the repair.

Analysis

Based on the parties' testimony I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent and acknowledges not doing so. The landlord is owed the rent of \$1000.00.

I find that the landlord has not provided evidence establishing that the tenant is responsible for the claimed damage to the common entrance door. **I dismiss** this portion of the application, without leave to reapply.

The landlord is entitled to a monetary claim for unpaid rent. The landlord is also entitled to recovery of the filing fee. The security deposit currently held in trust will be off-set from the award made herein.

Calculation for Monetary Order

Unpaid rent	\$1000.00
Filing fee	50.00
<i>Less Security Deposit – no applicable interest</i>	<i>-500.00</i>
Total Monetary Award to landlord	\$550.00

Conclusion

I Order that the landlord retain the security deposit of \$500.00 in partial satisfaction of the claim and **I grant** the landlord an Order under Section 67 of the Act for the balance due of **\$550.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding on both parties.

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: July 22, 2014

Residential Tenancy Branch

