



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order for unpaid rent and to recover the RTB filing fee.

The landlord attended the teleconference hearing and gave evidence, however the tenant did not attend. The landlord gave evidence that she served the tenant with the Notice of a Dispute Resolution Hearing and Landlord's Application for Dispute Resolution on June 16, 2014 by posting the documents on the tenant's door. I find the tenant was properly served.

The landlord gave evidence that the tenant has vacated the rental unit and so she no longer requires an order of possession.

Issue(s) to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord gave evidence that the tenant rented furnished room "C" in shared accommodation with other tenants. The tenant's rent was \$500.00 per month payable in advance on the first day of the month, and he paid a security deposit of \$250.00.

The landlord gave evidence that the tenant did not pay \$125.00 of his May 2014 rent and was subsequently evicted for unpaid rent. The Ministry of Social Development and Social Innovation sent the landlord a cheque for the tenant's June rent in late May, however the landlord did not accept it. The tenant vacated the rental unit on about June 20, without paying the \$125.00 still owing for May rent.

The landlord gave evidence that the tenant did not return keys for the front and back doors, and she therefore incurred the cost of having a locksmith rekey the front and back door locks. The landlord gave evidence that the cost was \$98.00.

The landlord gave evidence that the tenant broke the door to his room, apparently by kicking it so that it shattered on the edge beside the door knob. The door could not be repaired and so her husband replaced it. They purchased the new door at a cost of \$75.00.

The landlord seeks an order entitling her to retain the security deposit.

Analysis

I accept the undisputed evidence of the landlord that the tenant failed to pay rent of \$125.00, that he did not return front/back door keys, and that he broke the door to his furnished room. I accept the landlord's evidence that she incurred costs of \$98.00 and \$75.00 to address the latter two problems. I find the landlord is entitled to compensation of \$298.00 for unpaid rent, replacing locks, and replacing the bedroom door. The landlord is also entitled to recover her RTB filing fee of \$50.00.

The total amount due the landlord is \$348.00. I order that the landlord retain the security deposit of \$250.00 in partial satisfaction of the claim. The landlord does not seek a monetary order for the balance of \$98.00.

Conclusion

I order that the landlord retain the tenant's security deposit.

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: August 15, 2014

Residential Tenancy Branch

