



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR, CNR, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession and for a monetary order for unpaid rent and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her monetary claim. The tenant applied to cancel the notice to end tenancy and for a monetary order for compensation for loss under the *Act*.

The landlord served the tenant with a copy of her application, notice of hearing and evidence by registered mail on July 21, 2014. The landlord filed a copy of the tracking slip into evidence. Despite having applied for dispute resolution and having been served with the landlord's application and evidence, the tenant did not attend the hearing. Therefore the tenant's application is dismissed without leave to reapply. Accordingly, this hearing only dealt with the landlord's application. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Since the tenancy has ended, the landlord's application for an order of possession is no longer necessary. Therefore, this hearing only dealt with the landlord's application for a monetary order.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid rent, late fees and the filing fee?
Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The landlord testified that the tenancy started on November 01, 2013. The monthly rent was \$1,090.00 payable on the first of the month. Prior to moving in the tenant paid a security deposit of \$545.00.

The tenant failed to pay full rent on July 01, 2014 and owed the landlord \$1,055.00. On July 03, 2014, the landlord served the tenant with a ten day notice to end tenancy for non payment of rent in this amount. The tenant continued to occupy the rental unit and moved out on or about August 01, 2014, without paying rent.

The landlord stated that the tenants left the apartment in a very messy and damaged condition which requires extensive repair. The landlord is currently cleaning and repairing the unit to restore it to a condition in which it can be rented out.

Analysis

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of his claim for unpaid rent. I find that as of the date of this hearing the tenant owes rent in the amount of \$1,055.00 for July and \$1,090.00 for August 2014. In addition the tenant owes late fees for both months for a total of \$50.00. Since the landlord has proven her claim, I find that she is entitled to the recovery of the filing fee of \$50.00.

Overall the landlord has established a claim of \$2,245.00. I order that the landlord retain the security deposit of \$545.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$1,700.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$1,700.00**. The tenant's application is dismissed in its entirety.

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: September 09, 2014

Residential Tenancy Branch

