



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MNSD MNDC FF

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the *Residential Tenancy Act* (the "Act") for a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement, and for unpaid rent or utilities; for authorization to keep all or part of the security deposit; and, to recover the filing fee.

This hearing was originally set for January 14, 2015. The landlord, F.K., attended the teleconference hearing on January 14, 2015; the tenant did not. As the landlord had served the tenant's mother, rather than the tenant, I made an interim decision dated January 14, 2015 to adjourn the hearing to February 10, 2015 and to permit proper service.

The landlord attended the February 10, 2015 hearing as well. During the hearing the landlord was given the opportunity to provide his evidence orally and to make submissions to me. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

As the tenant did not attend the February 10, 2015 hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing") was again considered. The landlord testified that he received my interim decision on January 26, 2015 and pursuant to that decision, the Notice of Hearing, Landlords application for dispute resolution filed July 30, 2014, my interim decision and all supporting evidence was served on the tenant by registered mail on January 27, 2015. Section 90 of the Act provides that documents served in that manner are deemed served five days later. I accept the landlord's undisputed testimony that he served the tenant by registered mail and that he was sufficiently served as of February 1, 2015.

Issues to be Decided

- Is the landlord entitled to a monetary order under the *Act*, and if so, in what amount?
- What should happen to the tenant's security deposit under the *Act*?

Background and Evidence

A month to month tenancy agreement between the parties began on or about July 1, 2010. The landlord testified that at the time the tenancy ended rent was payable in the amount of \$981.00 per month.

The tenant gave written notice on June 1, 2014, such that the effective date of the notice, pursuant to section 45, is July 31, 2014. The landlord made his best efforts to re-rent the rental unit and was able to do so as of July 15, 2014.

The landlord testified that the tenant paid a \$460.00 security deposit. He requested that he be permitted to retain the security deposit in partial satisfaction of the amounts owing to him.

Introduced in evidence was a letter from the landlord detailing the \$584.00 he sought which included:

Item Description	Amount
rent owing for the time period, July 1-July 14, 2014	\$443.00
Late fee	\$25.00
Carpet cleaning	\$47.25
Venetian blind cleaning	\$68.88
TOTAL MONETARY CLAIM	\$584.00

The landlord provided undisputed testimony confirming the amounts described in the table above.

Analysis

Based on the documentary evidence, undisputed testimony of the landlord, and on the balance of probabilities, I find the landlord has met the burden of proof and I grant the

landlord **\$584.00** as described above. As the landlord's application had merit, I grant the landlord the recovery of the **\$50.00** filing fee for a total of \$634.00.

I find this claim meets the criteria under section 72(2)(b) of the *Act* to be offset against the tenant's security deposit, which the landlord continues to hold, in the amount of \$460.00, which has accrued \$0.00 in interest to date. I authorize the landlord to retain the tenant's full security deposit of \$460.00 in partial satisfaction of the landlord's monetary claim of \$634.00, and I grant the landlord a monetary order pursuant to section 67 of the *Act* for the balance owing by the tenant to the landlord in the amount of **\$124.00**. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

Conclusion

I find that the landlord has established a total monetary claim of \$634.00 as indicated above. I authorize the landlord to retain the tenant's full security deposit of \$460.00 in partial satisfaction of the claim, and I grant the landlord a monetary order under section 67 for the balance due of \$124.00. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: February 19, 2015

Residential Tenancy Branch

