



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Dennison Property Management LT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR, MND, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's on-line application for a monetary order as compensation for unpaid rent / compensation for damage to the unit, site or property / retention of the security deposit / and recovery of the filing fee. The landlord's agent (the "landlord") attended and gave affirmed testimony.

The landlord testified that the application for dispute resolution and the notice of hearing (the "hearing package") was served on the tenant by way of registered mail. Evidence provided includes the Canada Post tracking number for the registered mail. The Canada Post website informs that the package was "unclaimed by recipient" and that it was subsequently returned to the sender / landlord. Despite this, I find that the tenant has been duly served in accordance with sections 89 and 90 of the Act which speak, respectively, to **Special rules for certain documents** and **When documents are considered to have been received**.

Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement the fixed term of tenancy was from September 10, 2013 to September 30, 2014. Monthly rent of \$1,650.00 was due and payable in advance on the first day of each month, and a security deposit of \$825.00 was collected. The tenant failed to pay rent that was due on September 01, 2014. The tenant vacated the unit on September 13, 2014, at which time a move-out condition inspection report was completed with the participation of both parties. The landlord testified that the tenant consented to the landlord's withholding of his \$825.00 security

deposit, in order to offset some of the costs associated with cleaning and repairs required in the unit, as follows:

\$225.00: *repairs*

\$100.00: *cleaning*

\$500.00: *new carpet*

By way of email the tenant provided the landlord with a forwarding address.

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the landlord has established a claim to compensation for unpaid rent for September 2014 in the amount of **\$1,650.00**. As the landlord has succeeded with what is the principal aspect of the claim, I find that the landlord has also established entitlement to recovery of the full **\$50.00** filing fee.

As the disposition of the security deposit has already been resolved between the parties in relation to offsetting the landlord's costs for cleaning and repairs in the unit, I consider the landlord's application to retain the security deposit and to obtain a monetary order as compensation for damage to the unit, site or property to be withdrawn.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,700.00** (\$1,650.00 + \$50.00). Should it be necessary, this order may be served on the tenant, 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: May 06, 2015

Residential Tenancy Branch

