



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNR, MND, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for unpaid rent, damage to the rental unit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The landlord provided affirmed testimony that on October 10, 2015 he went to the tenants' place of residence and personally served tenant K.C. copies of the Application for Dispute Resolution and Notice of Hearing and evidence. Service occurred mid-day.

These documents are deemed to have been served in accordance with section 89(1)(a) of the *Act*; however the tenant did not appear at the hearing.

As tenant J.C. was not given the hearing documents I find that the claim against J.C. is dismissed.

Issue(s) to be Decided

Is the landlord entitled to compensation in the sum of \$10,125.00 for unpaid rent?

Is the landlord entitled to compensation in the sum of \$175.00 for damage to the property?

Background and Evidence

The tenancy commenced on October 1, 2014. Rent was \$2,175.00 per month due on the first day of each month. A security deposit in the sum of \$1,090.00 was paid on September 27, 2014. A copy of the tenancy agreement was supplied as evidence.

The tenancy agreement indicated a pet deposit was to be paid; it was not.

The tenants vacated the rental unit on September 1, 2015. The tenants have not given the landlord a written forwarding address, but they pointed out the home they were moving to, several doors down from the rental unit.

The landlord supplied a breakdown of the rent owed from June 2014 until August 2015. From December 2014 to March 2015, inclusive, the rent was reduced to \$2,000.00 due to the inconvenience of a leak in a bathroom. The tenants owed a total of \$23,425.00 and paid \$13,300.00. The balance owed for rent is \$10,125.00.

The landlord submitted copies of several NSF cheques issued by the tenants, in the sum of \$3,450.00 and \$4,350.00.

The tenants broke a window in an upper bedroom. The landlord found this when cleaning after the tenants' vacated. The landlord spent \$125.00 to repair the window.

The tenants left a number of tires on the property. The landlord has claimed \$50.00 for the time it took to remove approximately 6 tires.

Analysis

In the absence of evidence to the contrary and the tenant who was served with notice of this hearing, I find that the tenant has not paid rent in the amount of \$10,125.00 for rent owed from June 2014 to August 2015, inclusive and that the landlord is entitled to compensation in that sum.

I find on the balance of probabilities that the tenants broke the window and left tires on the property. A tenant is required to repair any damage caused, outside of normal wear and tear and to leave the rental unit reasonably clean. The tenant did not attend the hearing to oppose the claim. Therefore, I find pursuant to section 67 of the Act that the landlord is entitled to compensation for damage to rental unit, as claimed.

The landlord confirmed they would like to apply the security deposit to against the sum owed.

Section 72(2) of the Act provides an arbitrator with the ability to deduct any money owed by a tenant to a landlord, from the deposit due to the tenant. Therefore, I find that the landlord may retain the tenant's security deposit in the amount of \$1,090.00, in partial satisfaction of the monetary claim.

As the landlord's application has merit I find, pursuant to section 72 of the Act that the landlord is entitled to recover the \$50.00 filing fee from the tenant for the cost of this Application for Dispute Resolution.

Based on these determinations I grant the landlord a monetary Order for the balance of \$9,260.00. In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Conclusion

The landlord is entitled to compensation as claimed for unpaid rent and damage to the rental unit.

The landlord is entitled to retain the tenant's security deposit in partial satisfaction of the monetary claim.

The landlord is entitled to filing fee costs.

This decision is final and binding 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: April 21, 2016

Residential Tenancy Branch