



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

The Application for Dispute Resolution filed by the landlord seeks the following:

- a. An Order for Possession for cause
- b. A Monetary Order in the sum of \$4127.46 for non-payment of rent and damages
- c. An Order to retain the security deposit.
- d. An Order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of a representative of the applicant and in the absence of the respondents although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the Application for Dispute Resolution/Notice of Hearing was served on the Tenants by mailing, by registered mail to the forwarding address given by the Tenants. The landlord testified she was provided with a post office box number. She has talked to the post officer personal and the tenants continue to use that post box number. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to A Monetary Order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- c. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a one year written tenancy agreement that provided that the tenancy would start on November 1, 2015. The rent was \$1000 per month payable in advance on the first day of each month. The tenants paid a security deposit of \$500 and a pet damage deposit of \$500 for a total of \$1000 at the start of the tenancy.

The tenant(s) failed to pay the rent for the months of March and April 2016 and the sum of \$2000 remains owing. The landlord first became aware the tenants had vacated the rental unit on April 4, 2016. Despite sufficiently attempting to mitigate her loss the landlord was not able to rent the premises for April.

Analysis - Monetary Order and Cost of Filing fee

With respect to each of the landlord's claims I find as follows:

- a. I determined the landlord is entitled to \$1025 for non-payment of the rent for March 2016 plus a \$25 NSF fee.
- b. I determined the landlord is entitled to \$1025 for non-payment of rent for April 2016 plus a \$25 late fee.
- c. I determined the landlord is entitled to \$10 for a disposal fee.
- d. I dismissed the landlord's claim of \$10.50 for a registered mail fee as an arbitrator does not have jurisdiction to make such an award.
- e. I determined the landlord is entitled to \$18.98 for the cost of advertising.
- f. I determined the landlord is entitled to \$394.54 for the cost of cleaning and repair.
- g. I determined the landlord is entitled to \$256.72 for the cost of repairing the ceiling.
- h. I determined the landlord is entitled to \$296.80 for the cost of painting the bedroom.

In summary I determined the landlord has established a claim against the tenants in the sum of \$3027.04 plus \$100 for the cost of the filing fee for a total of \$3127.04. .

Security Deposit

I determined the security deposit plus pet damage deposit totals the sum of \$100. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$2127.04.

Conclusion:

I ordered that the landlord shall retain the security deposit and pet damage deposit with totals \$1000. In addition I ordered that the Tenants pay to the Landlord the sum of \$2127.04.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: September 19, 2016

Residential Tenancy Branch