



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNR, MNSD, FF*

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent, late fees and for the filing fee. The landlord also applied to retain the security deposit.

The landlord served the notice of hearing on the tenant by registered mail to the address provided by the tenant, by way of a phone message. The landlord filed a tracking slip. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be decided**

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

### **Background and Evidence**

The landlord testified that the tenancy started on April 01, 2011. The rent was \$575.00 due in advance on the 30<sup>th</sup> day of each month. The tenant paid a security deposit of \$300.00. A term of the tenancy agreement requires the tenant to pay a \$25.00 late fee for rent that is paid after the due date. The rental unit is located on the lower floor of the home and the upper floor also contains a rental unit that is occupied by other tenants. There a shared laundry located in a common area on the lower floor.

The tenant signed the tenancy agreement on March 18, 2011 and moved into the unit on April 02, 2011. The tenant failed to pay rent for April.

On April 04, 2011, the occupant of the upper level was using the laundry facility, when the washer leaked, and flooded the dispute rental unit. The tenant was not home. The occupants of the upper level called the landlord who was out of town. The landlord headed out to the rental unit immediately and arrived at the rental unit within an hour. The landlord and three other people worked for about two hours to dry the unit.

The tenant returned with her boyfriend and decided that she was not going to live in the unit because it had suffered a flood and the dampness would not be good for her or her unborn child. The tenant moved out on April 04, 2011. Sometime later she left a voice mail for the landlord with a forwarding address. The landlord asked the tenant to give her the address in writing. The tenant failed to do so.

The landlord advertised the availability of the unit and found a tenant for May 01, 2011. The landlord has applied for rent for April (\$575.00), plus the late fee (\$25.00) and the filing fee (\$50.00). The landlord has also applied to retain the security deposit in partial satisfaction of his claim.

### **Analysis**

Based on the sworn testimony of the landlord and in the absence of any contradictory evidence, I accept the landlord's evidence in respect of the claim. I find that the landlord has established a claim for unpaid rent for April plus the late fee. Since the landlord has proven his case, he is also entitled to the filing fee of \$50.00.

Overall, the landlord has established a claim \$650.00. I order that the landlord retain the security deposit of \$300.00 and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$350.00. 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 **\$350.00**.

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: July 21, 2011.

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Residential Tenancy Branch