



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, MNR, MND, MNSD, MNDC, FF

### Introduction

This matter dealt with an application by the Landlord for an Order of Possession and a Monetary Order for unpaid rent, for compensation for loss or damage under the Act or tenancy agreement, for compensation for damage to the unit site or property, to recover the filing fee for this proceeding and to keep the Tenants' security deposit in partial payment of those amounts.

The Landlord said they served the Tenants with the Application and Notice of Hearing (the "hearing package") by registered mail on March 8, 2013. Based on the evidence of the Landlord, I find that the Tenants were served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenants' absence.

At the start of the conference call the Landlord said the Tenants have vacated the rental unit so he is withdrawing his request for an Order of Possession, but the Landlord said he wants to continue with his monetary claim.

### Issues(s) to be Decided

1. Is the Landlord entitled to compensation for unpaid rent and if so how much?
2. Is there damage or loss and if so are the Landlords entitled to compensation?
3. Is the Landlord entitled to keep the Tenants' security deposit?

### Background and Evidence

This tenancy started on February 1, 2013 as a month to month tenancy. Rent is \$875.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$450.00 on February 1, 2013.

The Landlord said that the Tenant was causing damage to the rental unit so on February 20, 2013 the Landlord issued a 1 Month Notice to End Tenancy for Cause. The Landlord said the Tenant kicked in a glass door on the rental unit to gain entry because the Tenant had forgotten his keys. The Landlord said he has fixed the door and he included a receipt for the repairs in the amount of \$296.80.

As well the Landlord said the Tenants did not pay \$875.00 of rent for March, 2013 and he is requesting to recover this rent from the Tenants if his application is successful.

### Analysis

Section 26 (1) says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

I accept the Landlord's testimony and evidence and I find that the Tenants have not paid the overdue rent and have not applied for dispute resolution. As well I find the Tenants do not have the right to with hold part or all of the unpaid rent. Consequently, I find pursuant to s. 67 of the Act that the Landlord is entitled to a monetary claim for unpaid rent in the amount of \$875.00

Further section 32 of the Act says a tenant must maintain the rental unit and repair any damage that the tenant causes to the unit. I accept the Landlord's testimony and evidence that the Tenant broke the glass door and the Landlord paid to have the door repaired. Consequently I award the Landlord the cost of the repairs in the amount of \$296.80.

As the Landlord has been successful in this matter, he is also entitled to recover from the Tenant the \$50.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenants' security deposit in partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

|       |                    |                  |            |
|-------|--------------------|------------------|------------|
|       | Rent arrears:      | \$ 875.00        |            |
|       | Door Repairs       | \$ 296.80        |            |
|       | Recover filing fee | <u>\$ 50.00</u>  |            |
|       | Subtotal:          |                  | \$1,221.80 |
| Less: | Security Deposit   | <u>\$ 450.00</u> |            |
|       | Subtotal:          |                  | \$ 450.00  |
|       | Balance Owing      |                  | \$ 771.80  |

Conclusion

A Monetary Order in the amount of \$771.80 has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: April 02, 2013

---

Residential Tenancy Branch

