



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MT. SEYMOUR LIONS HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNR, MNSD, MND

Introduction

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. An Order to retain the security deposit in partial satisfaction - Section 38
3. A Monetary Order for damage to the unit - Section 67.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by *e-mail* pursuant to an Order for Substituted Service dated August 28, 2015 in accordance with Section 71 and 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began in 2004 and ended August 03, 2015. Rent in the amount of \$1108.00 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$439.00 which they retain in trust. The tenant failed to pay all rent owing up to the tenancy end date in the amount of \$688.00.

The landlord presented their monetary claim for damages to the unit. The tenant acknowledged possessing additional evidence in support of their claim which they neglected to provide to this hearing or the tenant.

Analysis

Based on the landlord's undisputed testimony and evidence I find the landlord is owed rent payable under the tenancy agreement and the tenant has not paid the outstanding rent of \$688.00. I find the landlord has established a monetary claim for unpaid rent.

I find that the landlord has not provided sufficient evidence to support their claim for damages and in the absence of the tenant in defense of the claim and in the absence of any evidence from the tenant *I dismiss* the landlord's monetary claim for damage to the unit, with leave to reapply.

The security deposit will be off-set from the award made herein for unpaid rent.

Calculation for Monetary Order

Unpaid rent	\$688.00
<i>Less Security Deposit and applicable interest to date</i>	<i>-454.53</i>
Monetary Award to landlord	\$233.47

Conclusion

I Order that the landlord retain the security deposit and interest of \$454.53 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$233.47**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding on both parties.

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: February 15, 2016

Residential Tenancy Branch

