

DECISION

Dispute Codes OPL. MNPD, FF

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. An Order of Possession - Section 55;
2. An Order to retain all or part of the security deposit – Section 38; and
3. An Order to recover the filing fee – Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail on June 20, 2012 in accordance with Section 89 of 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.

Preliminary Matter

At the onset of the Hearing, the Landlord withdrew its claim for an Order of Possessions as the Tenant had moved out of the unit. The Landlord does not know when the Tenant moved out but the Parties had scheduled a meeting on June 29, 2012, and when the Landlord attended the unit, the Tenant’s belonging were moved out and the keys were left in the unit.

Issue(s) to be Decided

Is the Landlord entitled to retain all or part of the security deposit?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy began on November 1, 2010. Rent in the amount of \$750.00 is 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 \$375.00. On April 28,

2012, the Landlord served the Tenant with a Two Month Notice to End Tenancy for Landlord's Use of Property (the "Notice") by registered mail. The Notice has an effective date of June 30, 2012. The Tenant did not file an application to dispute the Notice. The Landlord has not yet determined the extent of the damages to the unit and was confused about what to claim when it made the application.

Analysis

As the Landlord made a claim to retain all or part of the security deposit against damages to the unit prior to the Tenant's move-out and without determining the extent of damages to the unit, I dismiss this part of the application with leave to reapply. Leave to re-apply is not an extension of any applicable limitation period.

I find that the Landlord is entitled to recovery of the filing fee and I order the Landlord to retain \$50.00 from the security deposit.

Conclusion

I Order the Landlord to retain \$50.00 from the security deposit.

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 09, 2012.

Residential Tenancy Branch