



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for damage to the rental unit pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover his filing fee for this application pursuant to section 72.

The tenant did not attend this hearing, although I waited until 9:41 a.m. in order to enable her to connect with this teleconference hearing scheduled for 9:30 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. The landlord testified that he sent the tenant a copy of his dispute resolution hearing package by registered mail on July 23, 2013. He entered into written evidence copies of the Canada Post Tracking Number and Customer Receipts for the mailing of both his hearing package and his written evidence package to the tenant. He testified that he had been in contact with the tenant since mailing these documents and she confirmed that she had received his packages and was not intending to participate in this teleconference hearing. I am satisfied that the landlord served the above documents to the tenant in accordance with the *Act*.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for damage arising out of this tenancy? Is the landlord entitled to retain the tenant's security deposit in satisfaction of the monetary award requested? Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This one-year fixed term tenancy commenced on August 1, 2012. Monthly rent was set at \$1,400.00, payable in advance on the first. The landlord continues to hold the tenant's \$700.00 security deposit paid on or about July 20, 2012. The landlord testified that the tenancy ended when the tenant vacated the rental unit by June 30, 2013.

The landlord applied for a monetary award of \$661.00, plus the recovery of his \$50.00 filing fee. He said that he was not interested in obtaining a monetary award above the retained value of the tenant's security deposit.

The landlord entered into written evidence a copy of an invoice for an electrician's services in the amount of \$541.34. He provided sworn oral testimony and written evidence to support his assertion that the municipality had inspected this rental property and determined that extra lighting and electrical work performed at the tenant's request by an unlicensed individual exceeded the electrical system for this property. He provided written evidence that the municipality required him to remove this electrical work that he had not authorized. This resulted in the electrician's bill, which the landlord confirmed he paid. The landlord also gave sworn testimony and written evidence that he had to undertake lawn maintenance and removal of materials from the property as the tenant had not cut the lawn during 2013. He said that he had to pay an individual \$120.00 to perform this work. He also said that he had to help with this process.

The landlord also entered into written evidence a copy of a letter from the tenant confirming that she was not contesting his application to retain her security deposit.

Analysis

Based on the landlord's undisputed sworn testimony and written evidence, I find that the landlord has established his entitlement to a monetary award of the \$661.00 claimed in his application. I also allow the landlord to recover his \$50.00 filing fee for this application. As the landlord testified that he was not interested in obtaining a monetary award beyond the \$700.00 he currently has in his possession, I allow the landlord to implement his monetary award by retaining the tenant's security deposit plus applicable interest. No interest is payable over this period.

Conclusion

I order the landlord to retain the tenant's 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: November 01, 2013

Residential Tenancy Branch

